

Liber-129 Page-63

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Cumberland Savings Bank, :
201 Virginia Avenue, :
Cumberland, Maryland. :
And :
Liberty Trust Company of :
Maryland, :
81 Baltimore Street, :
Cumberland, Maryland. :
And :
The Cumberland Cement and :
Supply Company, :
rr 419 N. Centre Street, :
Cumberland, Maryland. : No. 807 Judicials
Plaintiffs :
Vs. :
Charles W. Garner, :
c/o H. C. Garner, :
Route No. 8, :
Morgantown, West Virginia : *Filed March 12 1971*
And :
Kathleen B. Garner, :
3 Utah Avenue, :
Cumberland, Maryland. :
Defendants :

ORDER FOR EXECUTION

Paul C. Haberlein, Esq.,
Clerk of the Circuit Court:

Please issue a writ of fieri facias on the judgments entered in No. 9317
Law in favor of Cumberland Savings Bank, as Plaintiff, in No. 9319 Law in
favor of Liberty Trust Company of Maryland, as Plaintiff, and in No. 9599
Law in favor of The Cumberland Cement and Supply Company, as Plaintiff,
and against the Defendants, Charles W. Garner and Kathleen B. Garner, in
the above entitled case in the Circuit Court for Allegany County, Maryland.

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Attached hereto please find Instructions for the Sheriff setting forth the
property upon which the Plaintiffs wish to have him levy.

Gorman E. Getty
Gorman E. Getty,
110 Washington Street,
Cumberland, Maryland.
George R. Hughes, Jr.
George R. Hughes, Jr.
7 Washington Street,
Cumberland, Maryland.
Attorneys for Plaintiffs

Liber-129 Page-65

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Cumberland Savings Bank, :
201 Virginia Avenue, :
Cumberland, Maryland. :
And :
Liberty Trust Company of :
Maryland :
81 Baltimore Street, :
Cumberland, Maryland. :
And :
The Cumberland Cement and :
Supply Company, :
rr 419 N. Centre Street, :
Cumberland, Maryland. :
Plaintiffs : No. 807 Judicials
Vs. :
Charles W. Garner, :
c/o H. C. Garner, :
Route No. 8, :
Morgantown, West Virginia :
And :
Kathleen B. Garner, :
3 Utah Avenue, :
Cumberland, Maryland. :
Defendants :

INSTRUCTIONS FOR SHERIFF

William E. Orr,
Sheriff for Allegany County, Maryland.

Paul C. Haberlein, Esq., Clerk of the Court, will furnish you with a writ of fieri facias in the above entitled cause, and we would appreciate your levying upon the following real estate:

ALL those lots, pieces or parcels of ground situate, lying and being in the City of Cumberland, Allegany County, Maryland, comprising Lots Nos. 67 to 76 inclusive; Lots Nos. 85 to 92 inclusive; Lots Nos. 141 to 147 inclusive; Lots Nos. 148 to 150 inclusive; Lots Nos. 151 to 165 inclusive;

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Lots Nos. 170 and 171; Lot No. 179; Lot No. 187; Lots Nos. 192 to 208 inclusive; Lots Nos. 209 to 223 inclusive; Lots Nos. 224 to 228 inclusive; Lots Nos. 235 to 246 inclusive; Lots Nos. 255 to 263 inclusive; Lots Nos. 265 to 278 inclusive; Lots Nos. 284 to 292 inclusive; Lots Nos. 298 to 304 inclusive; Lots Nos. 305 to 314 inclusive; Lots Nos. 315 to 321 inclusive; and Lots Nos. 322 to 324 inclusive, in the Cumberland Park Addition, a Plat of which said Addition is recorded in Plat Case Box No. 94, among the Land Records of Allegany County, Maryland, to which said Plat reference is hereby made for a more particular recital of said lots; and which said lots abut on the following streets for the distances hereinafter indicated:

Lots Nos. 67 to 76 inclusive front on the Southerly side of Isabel Street for a distance of 250 feet and have a depth of 100 feet; Lots Nos. 85 to 92 inclusive front on the Northwesterly side of Jane Street for a distance of 200 feet and are 100 feet in depth; Lots Nos. 141 to 147 inclusive front on the Northerly side of Clement Street for a distance of 175 feet and are 84 feet in depth; Lots Nos. 148 to 150 inclusive front on the Northerly side of Clement Street for a distance of 75 feet and are 84 feet in depth; Lots Nos. 151 to 165 inclusive front on the Northerly side of Clement Street for a distance of 375 feet and are 84 feet in depth; Lots Nos. 170 and 171 front on the Southeasterly side of Virginia Avenue for a distance of 50 feet, and have a depth of 100 feet; Lot No. 179 fronts on the Southeasterly side of Virginia Avenue for a distance of 25 feet and has a depth of 100 feet; Lot No. 187 fronts on the Southeasterly side of Virginia Avenue for a distance of at least 25 feet and has a depth of 100 feet; Lots Nos. 192 to 208 inclusive front on the Northwesterly side of Woodrow Avenue for a distance of 425 feet and have a depth of 100 feet; Lots Nos. 209 to 223 inclusive front on the Southeasterly side of Woodrow Avenue for a distance of 375 feet and have a depth of 100 feet; Lots Nos. 224 to 228 inclusive front on the Southeasterly side of

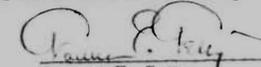
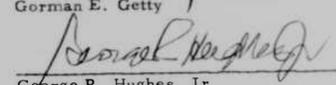
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Woodrow Avenue for a distance of 125 feet and have a depth of 100 feet; Lots Nos. 235 to 246 inclusive front on the Northwesterly side of Warren Avenue for a distance of 300 feet and have a depth of 100 feet; Lots Nos. 255 to 263 inclusive front on the Southeasterly side of Warren Avenue for a distance of 225 feet and have a depth of 100 feet; Lots Nos. 265 to 278 inclusive front on the Northwesterly side of Cabel Avenue for a distance of 350 feet and have a depth of 100 feet; Lots Nos. 284 to 292 inclusive front on the Southeasterly side of Cabell Avenue for a distance of 225 feet and have a depth of 100 feet; Lots Nos. 298 to 304 inclusive front on the Northwesterly side of Frances Avenue for a distance of 175 feet and have a depth of 100 feet; Lots Nos. 305 to 314 inclusive front on the Southeasterly side of Frances Avenue for a distance of 250 feet, have a depth of 100 feet, and extend from Clement Street to the Chesapeake and Ohio Canal right-of-way; Lots Nos. 315 to 321 inclusive front on the Northwesterly side of Easter Avenue for a distance of 175 feet, have a depth of 100 feet, extending from Clement Street to the Chesapeake and Ohio Canal right-of-way; Lots Nos. 322 to 324 inclusive form a triangular lot fronting approximately 150 feet on the Southwesterly side of Clement Street and extending back along the Southeasterly side of Easter Avenue for a depth of approximately 150 feet, the rear line of which abuts on the Chesapeake and Ohio Canal right-of-way for a distance of approximately 200 feet.

The foregoing property is a part of the same property which was conveyed to Charles W. Garner and Kathleen B. Garner by three (3) deeds, as follows: (1) a certain deed from Rudolph H. Mendelsohn, Trustee, dated September 4, 1963, and recorded in Deeds Liber 364, folio 458, one of the Land Records of Allegany County, Maryland; (2) a certain deed from the County Commissioners of Allegany County, dated January 17, 1964, and recorded in Deeds Liber 376, folio 545, one of the Land Records of Allegany County, Maryland; and (3) a certain deed from Mary M. Gentry, widow, dated October 14, 1964, and recorded in Deeds Liber 377, folio 217, one of the Land Records of Allegany County, Maryland.

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The above property is unimproved; has a commercial zoning classification; and is suitable for light industrial or other commercial development.


Gorman E. Getty

George R. Hughes, Jr.
Attorneys for Plaintiffs

NOTICE OF SHERIFF'S SALE OF VALUABLE UNIMPROVED COMMERCIAL PROPERTY SITUATED IN THE CUMBERLAND PARK ADDITION, CUMBERLAND, MARYLAND.

Under and by virtue of a writ of fieri facias issued out of the Circuit Court for Allegany County, Maryland, on the 12th day of March, 1971, at the suit of Cumberland Savings Bank, Liberty Trust Company of Maryland, and the County of Allegany, against Charles W. Garner and Kathleen B. Garner, his wife, in No. 807 Judgment, I have seized and taken in execution, all of the right, title and interest and estate of the Defendants in this cause in and to the following real estate:

All those lots, pieces or parcels of ground situate, lying and being in the County of Cumberland, Allegany County, City of Cumberland, comprising Lots Nos. 47 to 54 inclusive, Lots Nos. 55 to 62 inclusive, Lots Nos. 63 to 70 inclusive, Lots Nos. 71 to 78 inclusive, Lots Nos. 79 to 86 inclusive, Lots Nos. 87 to 94 inclusive, Lots Nos. 95 to 102 inclusive, Lots Nos. 103 to 110 inclusive, Lots Nos. 111 to 118 inclusive, Lots Nos. 119 to 126 inclusive, Lots Nos. 127 to 134 inclusive, Lots Nos. 135 to 142 inclusive, Lots Nos. 143 to 150 inclusive, Lots Nos. 151 to 158 inclusive, Lots Nos. 159 to 166 inclusive, Lots Nos. 167 to 174 inclusive, Lots Nos. 175 to 182 inclusive, Lots Nos. 183 to 190 inclusive, Lots Nos. 191 to 198 inclusive, Lots Nos. 199 to 206 inclusive, Lots Nos. 207 to 214 inclusive, Lots Nos. 215 to 222 inclusive, Lots Nos. 223 to 230 inclusive, Lots Nos. 231 to 238 inclusive, Lots Nos. 239 to 246 inclusive, Lots Nos. 247 to 254 inclusive, Lots Nos. 255 to 262 inclusive, Lots Nos. 263 to 270 inclusive, Lots Nos. 271 to 278 inclusive, Lots Nos. 279 to 286 inclusive, Lots Nos. 287 to 294 inclusive, Lots Nos. 295 to 302 inclusive, Lots Nos. 303 to 310 inclusive, Lots Nos. 311 to 318 inclusive, Lots Nos. 319 to 326 inclusive, Lots Nos. 327 to 334 inclusive, in the Cumberland Park Addition, a Park of Allegany County, Maryland, as Plats and Subdivisions as recorded in Plat No. 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Cumberland, Md. June 7, 1971

This is to Certify, That the annexed Notice of Sheriff's Sale of Unimproved Commercial Property in the Cumberland Park Addition, Cumberland Savings Bank, etc. vs. Chas. W. & Kathleen B. Garner, was published in The Cumberland News, a newspaper printed

in the City of Cumberland, on the following dates:

March 31-April 7-14-21, 1971.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Handinger*

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NOTICE
OF
SHERIFF'S SALE
OF VALUABLE UNIMPROVED COM-
MERCIAL PROPERTY SITUATED IN
THE CUMBERLAND PARK ADDITION,
CUMBERLAND, MARYLAND.

Under and by virtue of a writ of fieri facias issued out of the Circuit Court for Allegany County, Maryland, on the 17th day of March, 1971, at the suit of Cum-
berland Savings Bank, Liberty Trust
Company of Maryland, and the Cumber-
land Cement and Supply Company,
against Charles W. Garner and Kathleen
B. Garner, the writ, in No. 807 Judicials,
has been issued and taken in execution, all
to the right, title and interest and estate
of the defendants in this cause and unto
the following real estate:

All those lots, pieces or parcels of
ground, situate, lying and being in the
Cumberland Park Addition, Allegany County,
Maryland, comprising Lots Nos. 67 to 76
inclusive; Lots Nos. 85 to 92 inclusive;
Lots Nos. 141 to 147 inclusive; Lots Nos.
151 to 156 inclusive; Lots Nos. 170 to 171
inclusive; Lots Nos. 179 to 187 inclusive;
Lots Nos. 192 to 208 inclusive; Lots Nos.
209 to 223 inclusive; Lots Nos. 224 to 228
inclusive; Lots Nos. 235 to 246 inclusive;
Lots Nos. 255 to 263 inclusive; Lots Nos.
265 to 278 inclusive; Lots Nos. 284 to 292
inclusive; Lots Nos. 298 to 304 inclusive;
Lots Nos. 315 to 321 inclusive; and Lots
Nos. 322 to 324 inclusive, in the
Cumberland Park Addition, a Plat
which said Addition is recorded in Plat
Book No. 54, among the Land Rec-
ords of Allegany County, Maryland, in
which said Plat reference is hereby made
for a more particular recital of said
lots, and which said lots and the
subsequent streets for the distances here-
inafter indicated:

Lot No. 67 to 76 inclusive front on
the southerly side of Lohan Street for a
distance of 250 feet and have a depth of
100 feet; Lot No. 85 to 92 inclusive
front on the Northwesterly side of Jane
Street for a distance of 200 feet and are
100 feet in depth; Lots Nos. 141 to 147
inclusive front on the Northwesterly side of
Clement Street for a distance of 175 feet
and are 84 feet in depth; Lot No. 148
and are 84 feet in depth; Lot No. 149
and are 84 feet in depth; Lot No. 151 to 165
inclusive front on the Northwesterly side
of Clement Street for a distance of 175
feet and are 84 feet in depth; Lot No.
170 to 171 inclusive front on the
Northwesterly side of Clement Street for a
distance of 175 feet and are 84 feet in
depth; Lot No. 179 and 187 front on the
Northwesterly side of Virginia Avenue
for a distance of 100 feet; Lot No. 179
fronts on the Southwesterly side of Virginia
Avenue for a distance of 100 feet and has a
depth of 100 feet; Lot No. 187 front on the
Southwesterly side of Virginia Avenue
for a distance of at least 25 feet and has
a depth of 100 feet; Lot No. 192 to 208
inclusive front on the Northwesterly side
of Woodrow Avenue for a distance of 225
feet and have a depth of 100 feet; Lot
Nos. 209 to 223 inclusive front on the
Northwesterly side of Woodrow Avenue
for a distance of 225 feet and have a
depth of 100 feet; Lot No. 224 to 228
inclusive front on the Southwesterly side
of Woodrow Avenue for a distance of 225
feet and have a depth of 100 feet; Lot
Nos. 235 to 246 inclusive front on the
Northwesterly side of Warren Avenue
for a distance of 100 feet and have a
depth of 100 feet; Lot Nos. 255 to 263
inclusive front on the Southwesterly side
of Warren Avenue for a distance of 225
feet and have a depth of 100 feet; Lot
Nos. 265 to 278 inclusive front on the
Northwesterly side of Cabell Avenue for
a distance of 200 feet and have a depth
of 100 feet; Lot Nos. 284 to 292 inclusive
front on the Southwesterly side of Cabell
Avenue for a distance of 225 feet and
have a depth of 100 feet; Lot No. 298
has a depth of 100 feet on the Northwesterly
side of Francis Avenue for a distance
of 175 feet and have a depth of 100 feet;
Lots Nos. 299 to 304 inclusive front on
the Southwesterly side of Francis Avenue
for a distance of 200 feet and have a depth
of 100 feet; and extend from Clement
Street to the Chesapeake and Ohio Canal
right-of-way; Lot No. 315 to 321 in-
clusive front on the Northwesterly side of
Lester Avenue for a distance of 175 feet;
Lester Avenue for a distance of approx-
imately 150 feet, and the rear line of
which abuts on the Chesapeake and Ohio
Canal right-of-way for a distance of ap-
proximately 200 feet.

The above property is a part of
the same property which was conveyed
to Charles W. Garner and Kathleen B.
Garner by three (3) deeds, as follows:
1) A certain deed from Rudolph H.
Meyersbach, Trustee, dated September
1961, and recorded in Deeds Liber 361,
p. 196, and recorded in the Land Records of
Allegany County, Maryland; 2) A cer-
tain deed from the County Commissioners
of Allegany County, dated January 17,
1961, and recorded in Deeds Liber 374,
folio 54; one of the Land Records of Al-
legany County, Maryland; and 3) A
certain deed from Mary M. Gentry, wife
of Charles W. Garner, dated October 14, 1961, and recorded
in Deeds Liber 377, folio 217, one of the
Land Records of Allegany County, Mary-
land.

The above property is unimproved,
has a heavy industrial zoning classifica-
tion, and is suitable for industrial or
other commercial development.

The above described property will
be offered for sale, and I hereby give
notice that on

Wednesday, April 24, 1971
at 10:30 A.M.

at the front door of the Allegany County
Court House, in Cumberland, Allegany
County, Maryland, I will sell all the in-
terest of said Defendants in No. 807
Judicials, in the Circuit Court for Al-
legany County, Maryland, in and to the
above described property stated as above.

TERMS OF SALE: Cash
WILLIAM E. ORR, JR.
Sheriff of Allegany County,
Maryland.

Adv. N—March 21—April 7, 1971.

Cumberland, Md. June 7, 1971

This is to Certify, That the annexed Notice of Sheriff's Sale

"Unimproved Commercial Property in the Cumberland Park Addition"
"Cumberland Savings Bank, etc. vs. Char. W. & Kathleen B.
Garner)"
was published in The Cumberland NEWS, a newspaper printed

in the City of Cumberland, on the following dates:

March 31—April 7—14—21, 1971.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

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IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

CUMBERLAND SAVINGS BANK,
THE LIBERTY TRUST COMPANY OF
MARYLAND, AND
THE CUMBERLAND CEMENT AND
SUPPLY COMPANY,
Plaintiffs,

vs.

CHARLES W. GARNER and
KATHLEEN B. GARNER,
Defendants

Filed May 3, 1971

SHERIFF'S REPORT OF SALE OF REAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Real Property of William E. Orr, Jr., Sheriff
of Allegany County, Maryland, respectfully represents:

That by virtue of a Writ of Fieri Facias issued on Judgments in No.
9317 Law, 9319 Law and 9599 Law, in the Circuit Court for Allegany County,
Maryland, and directed to me in the above-entitled proceedings, I did on April
24th, 1971, at 10:30 A.M., in front of the Allegany County Court House, Wash-
ington Street, Cumberland, Maryland, sell at public auction all of the right,
title and interest of Charles W. Garner and Kathleen B. Garner in and to the
following-described property:

ALL those lots, pieces or parcels of ground situate, lying and
being in the City of Cumberland, Allegany County, Maryland, comprising Lots
Nos. 67 to 76 inclusive; Lots Nos. 85 to 92 inclusive; Lots Nos. 141 to 147
inclusive; Lots Nos. 148 to 150 inclusive; Lots Nos. 151 to 165 inclusive;
Lots Nos. 170 and 171; Lot No. 179; Lot No. 187; Lots Nos. 192 to 208 inclu-
sive; Lots Nos. 209 to 223 inclusive; Lots Nos. 224 to 228 inclusive; Lots Nos.
235 to 246 inclusive; Lots Nos. 255 to 263 inclusive; Lots Nos. 265 to 278 in-
clusive; Lots Nos. 284 to 292 inclusive; Lots Nos. 298 to 304 inclusive; Lots
Nos. 305 to 314 inclusive; Lots Nos. 315 to 321 inclusive; and Lots Nos. 322 to

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324 inclusive, in the Cumberland Park Addition, a Plat of which said Addition is recorded in Plat Case Box No. 94, among the Land Records of Allegany County, Maryland, to which said Plat reference is hereby made for a more particular recital of said lots; and which said lots abut on the following streets for the distances hereinafter indicated:

Lots Nos. 67 to 76 inclusive front on the Southerly side of Isabel Street for a distance of 250 feet and have a depth of 100 feet; Lots Nos. 85 to 92 inclusive front on the Northwestern side of Jane Street for a distance of 200 feet and are 100 feet in depth; Lots Nos. 141 to 147 inclusive front on the Northerly side of Clement Street for a distance of 175 feet and are 84 feet in depth; Lots Nos. 148 to 150 inclusive front on the Northerly side of Clement Street for a distance of 74 feet and are 84 feet in depth; Lots Nos. 151 to 165 inclusive front on the Northerly side of Clement Street for a distance of 375 feet and are 84 feet in depth; Lots Nos. 170 and 171 front on the Southeasterly side of Virginia Avenue for a distance of 50 feet, and have a depth of 100 feet; Lot No. 179 fronts on the Southeasterly side of Virginia Avenue for a distance of 25 feet and has a depth of 100 feet; Lot No. 187 fronts on the Southeasterly side of Virginia Avenue for a distance of at least 25 feet and has a depth of 100 feet; Lots Nos. 192 to 208 inclusive front on the Northwestern side of Woodrow Avenue for a distance of 425 feet and have a depth of 100 feet; Lots Nos. 209 to 223 inclusive front on the Southeasterly side of Woodrow Avenue for a distance of 375 feet and have a depth of 100 feet; Lots Nos. 224 to 228 inclusive front on the Southeasterly side of Woodrow Avenue for a distance of 125 feet and have a depth of 100 feet; Lots Nos. 235 to 246 inclusive front on the Northwestern side of Warren Avenue for a distance of 300 feet and have a depth of 100 feet; Lots Nos. 255 to 263 inclusive front on the Southeasterly side of Warren Avenue for a distance of 225 feet and have a depth of 100 feet; Lots Nos. 265 to 278 inclusive front on the Northwestern side of Cabell Avenue for a distance of 350 feet and have a depth of 100 feet; Lots Nos. 284 to 292 inclusive front on the

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Southeasterly side of Cabell Avenue for a distance of 225 feet and have a depth of 100 feet; Lots Nos. 298 to 304 inclusive front on the Northwestern side of Frances Avenue for a distance of 175 feet and have a depth of 100 feet; Lots Nos. 305 to 314 inclusive front on the Southeasterly side of Frances Avenue for a distance of 250 feet, have a depth of 100 feet, and extend from Clement Street to the Chesapeake and Ohio Canal right-of-way; Lots Nos. 315 to 321 inclusive front on the Northwestern side of Easter Avenue for a distance of 175 feet, have a depth of 100 feet, extending from Clement Street to the Chesapeake and Ohio Canal right-of-way; Lots Nos. 322 to 324 inclusive form a triangular lot fronting approximately 150 feet on the Southwesterly side of Clement Street, extending back along the Southeasterly side of Easter Avenue for a depth of approximately 150 feet, and the rear line of which abuts on the Chesapeake and Ohio Canal right-of-way for a distance of approximately 200 feet.

The foregoing property is a part of the same property which was conveyed to Charles W. Garner and Kathleen B. Garner by three (3) deeds, as follows: (1) a certain deed from Rudolph H. Mendelsohn, Trustee, dated September 4, 1963, and recorded in Deeds Liber 364, folio 458, one of the Land Records of Allegany County, Maryland; (2) a certain deed from the County Commissioners of Allegany County, dated January 17, 1964, and recorded in Deeds Liber 376, folio 545, one of the Land Records of Allegany County, Maryland; and (3) a certain deed from Mary M. Gentry, widow, dated October 14, 1964, and recorded in Deeds Liber 377, folio 217, one of the Land Records of Allegany County, Maryland.

That said public sale was made pursuant to Notice of same published according to law, as is more fully set forth in detail on the certified copy of said advertisement of sale filed herewith and made a part hereof; that the highest bidder at said sale was John P. Morton, who disclosed that he was acting as agent for Dick Pownall and Marjorie J. Pownall, his wife, at and for

Liber 129 Page-73

the sum of Thirty-Eight Thousand Dollars (\$38,000.00); that said sale was fairly and bona fide made to the highest bidder thereat, and the same was conducted by J. Francis Fatkin, a Deputy Sheriff for Allegany County, Maryland, he being an experienced auctioneer; and that the proceeds of said sale are as follows:

RECEIPTS:

Proceeds of Sheriff's Sale of Real Property received from Dick Pownall and Marjorie J. Pownall, his wife: \$ 38,000.00

DISBURSEMENTS:

Times and Alleganian Co.
Advertisement of Sale \$ 87.50
Order Nisi 15.00 \$ 102.50

Paul C. Haberlein, Clerk
Costs in No. 807 Judicials 30.00
Costs in No. 9317 Law 26.50
Costs in No. 9319 Law 26.50
Costs in No. 9599 Law 33.00 116.00

Sheriff's fees 254.00
One-half Md. stamp on deed 41.80
One-half Md. Transfer Tax 95.00
City of Cumberland Taxes
1967-68 (whole year) 88.10
1968-69 (whole year) 87.63
1969-70 (whole year) 75.53
1970-71 (to date of sale) 64.33 315.59

State and County Taxes
1967-68 (whole year) 145.91
1968-69 (whole year) 146.51
1969-70 (whole year) 140.81
1970-71 (to date of sale) 115.42 548.65

Auctioneer's fee 25.00

TOTAL DISBURSEMENTS: 1,498.54

NET PROCEEDS OF SHERIFF'S SALE TO BE APPLIED TO PAYMENT OF JUDGMENTS IN NOS. 9317 LAW, 9319 LAW AND 9599 LAW: \$ 36,501.46

Paid to Cumberland Savings Bank in satisfaction of Judgment in No. 9317 Law:
Remaining principal indebtedness \$ 3,778.46
Interest due thereon 424.60 4,203.06

to

Liber 129 Page-74

Paid to Liberty Trust Company of Maryland in satisfaction of Judgment in No. 9319 Law:
Remaining principal indebtedness \$ 26,253.98
Interest due thereon 2,494.13 \$ 28,748.11

Paid to Cumberland Cement and Supply Company in partial satisfaction of Judgment in No. 9599 Law: 3,550.29
(Remaining principal due on said judgment is \$3,607.19)

TOTAL AMOUNT PAID TO JUDGMENT CREDITORS: \$ 36,501.46

Respectfully submitted,

William E. Orr, Jr.
WILLIAM E. ORR, JR., SHERIFF

STATE OF MARYLAND TO WIT:
ALLEGANY COUNTY

I HEREBY CERTIFY, That on this May 3, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, Maryland, personally appeared William E. Orr, Jr., personally known to me, Sheriff of Allegany County, Maryland, who made oath in due form of law that the matters and facts set forth in the foregoing Sheriff's Report of Sale of Real Property, attached hereto, are true and correct to the best of his information, knowledge and belief.

WITNESS my hand and Notarial Seal on the date written.

Bus. J. Kaddy
Notary Public

My Commission Expires: July 1, 1974.

Liber-129 Page-75

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

CUMBERLAND SAVINGS BANK, :
THE LIBERTY TRUST COMPANY OF :
MARYLAND, and :
THE CUMBERLAND CEMENT AND :
SUPPLY COMPANY, : NO. 807 JUDICIALS
Plaintiffs, :
vs. :
CHARLES W. GARNER and :
KATHLEEN B. GARNER, :
Defendants :

ORDER NISI

ORDERED, this 3rd day of May, 1971, by the Circuit Court for Allegany County, Maryland, that the public sale of real property made by William E. Orr, Jr., Sheriff of Allegany County, Maryland, on April 24, 1971, in the above-entitled cause, and reported to said Circuit Court for Allegany County, Maryland, on May 3rd, 1971, be ratified and confirmed, unless cause to the contrary be shown on or before the 4th day of June, 1971, provided that a copy of this Order be inserted in some newspaper published in Allegany County, Maryland, once a week for three successive weeks before the 28th day of May, 1971.

The Report states the amount of the sale as \$38,000.00.

Paul C. Haberlein
CLERK OF COURT

No Exceptions filed up to June 7, 1971
No Cause Shown
Test: *Paul C. Haberlein*
Clerk

Liber-129 Page-76

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

CUMBERLAND SAVINGS BANK, :
LIBERTY TRUST CO. OF MD, & :
THE CUMBERLAND CEMENT AND :
SUPPLY COMPANY, : NO. 807 JUDICIALS
Plaintiffs, :
vs. :
CHARLES W. GARNER and :
KATHLEEN B. GARNER, : *Filed May 3, 1971*
Defendants :

AFFIDAVIT OF PURCHASER

THIS IS TO CERTIFY, That on this April 26, 1971, before me, the subscriber, a Notary Public of the State of Maryland in and for Allegany County, personally appeared John F. Morton, satisfactorily identified to me, and being first duly sworn, he did then depose and say:

FIRST: That he purchased real property situate in Cumberland Park Addition, Election District No. 4, Cumberland, Allegany County, Maryland, from William E. Orr, Jr., Sheriff of Allegany County, Maryland, at public sale held by him on Saturday, April 24, 1971, at 10:30 AM., pursuant to a certain writ of Fieri Facias issued in the above-entitled case.

SECOND: That, as such purchaser, he was acting as agent for Dick Pownall and Marjorie J. Pownall, his wife, and for no other person or persons.

THIRD: That, aside from said Dick Pownall and Marjorie J. Pownall, his wife, no other persons are interested as principals.

FOURTH: That neither he, the principals for whom he was acting, or anyone known to him or them has acted directly or indirectly to discourage anyone from bidding for said real property.

John F. Morton
JOHN F. MORTON, Purchaser, Agent for
Dick Pownall and Marjorie J. Pownall

WITNESS my hand and Notarial Seal on the date written.

James P. Cuddy
Notary Public
My Commission expires: July 1, 1974

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND, CUMBERLAND SAVINGS BANK, THE LIBERTY TRUST COMPANY OF MARYLAND, and THE CUMBERLAND CEMENT AND SUPPLY COMPANY, Plaintiffs, vs. CHARLES W. GARNER and KATHLEEN B. GARNER, Defendants.

NO. 807 JUDICIALS

ORDERED, this 3rd day of May, 1971, by the Circuit Court for Allegany County, Maryland, that the public sale of real property made by William E. Orr, Jr., Sheriff of Allegany County, Maryland, on April 24, 1971, in the above-entitled cause, and reported to said Circuit Court for Allegany County, Maryland, on May 3rd, 1971, be ratified and confirmed, unless cause to the contrary be shown on or before the 6th day of June, 1971, provided that a copy of this Order be inserted in some newspaper published in Allegany County, Maryland, once a week for three successive weeks before the 20th day of May, 1971.

The Report states the amount of the sale as \$38,000.00.

Clerk of Court
Paul C. Haberlein, Clerk
True Copy: True
Paul C. Haberlein, Clerk
Adv. T--May 5-12-71

Cumberland, Md. June 7 1971

This is to Certify, That the annexed Order nisi #807 Judicials

"Cumberland Savings Bank, etc. vs. Chas. W. & Kathleen B. Garner" (\$38,000.00)

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

May 5-12-19 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imagined?? Handwritten*

Liber-129. Page-77

Gen. 117 1M 12-69

Liber-129. Page-78.

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

CUMBERLAND SAVINGS BANK, LIBERTY TRUST COMPANY OF MARYLAND, and THE CUMBERLAND CEMENT AND SUPPLY COMPANY, Plaintiffs,

vs.

CHARLES W. GARNER and KATHLEEN B. GARNER, Defendants

FINAL ORDER

ORDERED, this 7th day of June, 1971, by the Circuit Court for Allegany County, Maryland, that the Sheriff's Sale of Real Property, made and reported as above herein, be, and the same is hereby, ratified and confirmed, no cause to the contrary having been shown, although due notice thereof appears to have been given by the preceding Order, a certificate of the publication of which is filed herein.

Howard E. Joughlin
Associate Judge

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 CUMBERLAND, MD. 21501 **NO. 4**

DELINQUENT

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$8.50.

ALLEGANY COUNTY CENTRAL TAX OFFICE

1,910

READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

#255. Inf. Filed April 22, 1970

LBER 129 PAGE 81

Louise E. McAdams
1501 Clifton St. N.W.,
Washington, D.C. 20009

Lot 101 Reed's Addn.
Greene St 25x130

SPECIAL TAXES		STATE TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT
		.27	.28

TAX YEAR 1967-68 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 CUMBERLAND, MD. 21502 **DELINQUENT COPY NO. 3**

DELINQUENT

ALLEGANY COUNTY CENTRAL TAX OFFICE

1,902

READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

#255. Inf. Filed April 22, 1970

Louise E. McAdams
1501 Clifton St. N.W.,
Washington, D.C. 20009

Lot 101 Reed's Addn.
Greene St 25x130

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
		.17	.35	2.48	5.08			5.43	205	6 1,902

TAX YEAR 1965-66 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 CUMBERLAND, MD. 21501 **DELINQUENT COPY NO. 3**

DELINQUENT

ALLEGANY COUNTY CENTRAL TAX OFFICE

1,948

READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

#255. Inf. Filed April 22, 1970

Louise E. McAdams
1501 Clifton St. N.W.,
Washington, D.C. 20009

Lot 101 Reed's Addn
Greene St 25x130

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
		.18	.37	2.25	4.61			4.98	205	6 1,948

TAX YEAR 1966-67 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 CUMBERLAND, MD. 21501 **DELINQUENT COPY NO. 3**

DELINQUENT

ALLEGANY COUNTY CENTRAL TAX OFFICE

1,924

READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

#255. Inf. Filed April 22, 1970

Louise E. McAdams
1501 Clifton St. N.W.,
Washington, D.C. 20009

Lot 101 Reed's Addn
Greene St 25x130

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
		.17	.31	2.48	5.08			5.39	205	6 1,924

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502		DELINQUENT COPY NO. 3	
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5: AUG. 4: SEPT. 3:					
DELINQUENT LIBER 129 PAGE 83					
SPECIAL TAXES		STATE TAX		COUNTY TAX	
RATES CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
	.17	.35	2.48		
SPECIAL TAX CODES PER \$100 ASSESSMENT		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	
40 - LAYALE SANITARY		5.08		5.43	
41 - LAYALE FIRE TAX		2.00		205	
42 - CRESAPOTOWN WATER		Served on him or her at 2:00 P.M. on March 23, 1970		6	
43 - CRESAPOTOWN SANITARY		The Property		1,910	
44 - POTOMAC PARK		on March 23, 1970			
45 - BOWLING GREEN SANITARY		Louise E. McAdams		FRANCIS G. PHILPOT, Tax Collector	
46 - ELLERSLIE		1501 Clifton St. N.W.,		Allegany County Central Tax Office	
47 - MT. SAVAGE		Washington, D.C. 20009		Office	
48 - BEL AIR		M-76-132		By <i>[Signature]</i> Deputy #255 Jay Dale	
49 - BRADDOCK RUN SANITARY		Lot 101 Greene St		Francis G. Philpot, Collector Filed April 22, 1970	
50 - MD BRIDGE		25x130		TAX COLLECTOR'S EXHIBIT No. 2.	
51 - WOODBURN ROAD SANITARY		Reed's Adn.			

TAX YEAR 1967-68 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502		FILE COPY NO. 4	
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5: AUG. 4: SEPT. 3:					
DELINQUENT					
SPECIAL TAXES		STATE TAX		COUNTY TAX	
RATES CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
	.17	.35	2.48		
SPECIAL TAX CODES PER \$100 ASSESSMENT		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	
40 - LAYALE SANITARY		5.08		5.43	
41 - LAYALE FIRE TAX		2.00		205	
42 - CRESAPOTOWN WATER		Served on him or her at 2:00 P.M. on March 23, 1970		6	
43 - CRESAPOTOWN SANITARY		The Property		1,910	
44 - POTOMAC PARK		on March 23, 1970			
45 - BOWLING GREEN SANITARY		Louise E. McAdams		FRANCIS G. PHILPOT, Tax Collector	
46 - ELLERSLIE		1501 Clifton St. N.W.,		Allegany County Central Tax Office	
47 - MT. SAVAGE		Washington, D.C. 20009		Office	
48 - BEL AIR		M-76-132		By <i>[Signature]</i> Deputy #255 Jay Dale	
49 - BRADDOCK RUN SANITARY		Lot 101 Greene St		Francis G. Philpot, Collector Filed April 22, 1970	
50 - MD BRIDGE		25x130		TAX COLLECTOR'S EXHIBIT No. 2.	
51 - WOODBURN ROAD SANITARY		Reed's Adn.			

TAX YEAR 1966-67 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501		FILE COPY NO. 4	
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5: AUG. 4: SEPT. 3:					
DELINQUENT LIBER 129 PAGE 84					
SPECIAL TAXES		STATE TAX		COUNTY TAX	
RATES CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
	.17	.31	2.48		
SPECIAL TAX CODES PER \$100 ASSESSMENT		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	
40 - LAYALE SANITARY		5.08		5.39	
41 - LAYALE FIRE TAX		2.00		205	
42 - CRESAPOTOWN WATER		Served on him or her at 2:00 P.M. on March 23, 1970		6	
43 - CRESAPOTOWN SANITARY		The Property		1,910	
44 - POTOMAC PARK		on March 23, 1970			
45 - BOWLING GREEN SANITARY		Louise E. McAdams		FRANCIS G. PHILPOT, Tax Collector	
46 - ELLERSLIE		1501 Clifton St. N.W.,		Allegany County Central Tax Office	
47 - MT. SAVAGE		Washington, D.C. 20009		Office	
48 - BEL AIR		M-76-132		By <i>[Signature]</i> Deputy #255 Jay Dale	
49 - BRADDOCK RUN SANITARY		Lot 101 Greene St		Francis G. Philpot, Collector Filed April 22, 1970	
50 - MD BRIDGE		25x130		TAX COLLECTOR'S EXHIBIT No. 2.	
51 - WOODBURN ROAD SANITARY		Reed's Adn.			

TAX YEAR 1965-66 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501		FILE COPY NO. 4	
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5: AUG. 4: SEPT. 3:					
DELINQUENT					
SPECIAL TAXES		STATE TAX		COUNTY TAX	
RATES CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
	.17	.37	2.25		
SPECIAL TAX CODES PER \$100 ASSESSMENT		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	
40 - LAYALE SANITARY		5.08		4.90	
41 - LAYALE FIRE TAX		2.00		205	
42 - CRESAPOTOWN WATER		Served on him or her at 2:00 P.M. on March 23, 1970		6	
43 - CRESAPOTOWN SANITARY		The Property		1,910	
44 - POTOMAC PARK		on March 23, 1970			
45 - BOWLING GREEN SANITARY		Louise E. McAdams		FRANCIS G. PHILPOT, Tax Collector	
46 - ELLERSLIE		1501 Clifton St. N.W.,		Allegany County Central Tax Office	
47 - MT. SAVAGE		Washington, D.C. 20009		Office	
48 - BEL AIR		M-76-132		By <i>[Signature]</i> Deputy #255 Jay Dale	
49 - BRADDOCK RUN SANITARY		Lot 101 Greene St		Francis G. Philpot, Collector Filed April 22, 1970	
50 - MD BRIDGE		25x130		TAX COLLECTOR'S EXHIBIT No. 2.	
51 - WOODBURN ROAD SANITARY		Reed's Adn.			

LIBER 129 PAGE 85

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES

The taxes upon the property hereinafter referred to being due and unpaid upon ~~March 1, 19~~ ^{July 1, 19} ~~69~~ ⁶⁹, I have caused to be served in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this ~~23rd~~ ^{23rd} day of ~~March~~ ^{March} 19 ~~70~~ ⁷⁰, entered in, made known my intention, levied upon and seized the following Real ~~Property~~ ^{Property}.

All that parcel of land or lot situate in Election District Number 6 Allegany County, Maryland, and being known and designated as Lot No. 101 in Read's Addition to Cumberland; being a lot of land 25.1 feet by 136.1 feet, more or less, on the northerly side of Greene Street, in Cumberland, Allegany County, Maryland, conveyed, ~~to~~ ^{to} ~~John C. McAdams~~ ^{John C. McAdams}

By deed ~~XXXXX~~ of The Miller Company, a Maryland Corporation and the Allegany Building, Loan and Savings Company of Cumberland, Md., a Maryland corporation, dated the 2nd day of January, 19 17, and recorded among the Land ~~and~~ ^{and} Records of Allegany County in Deed ~~XXXXX~~ Liber 120, Folio 204, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Known and Unknown Heirs of John C. McAdams, and notice of this levy was ~~XXXXX~~ ^{XXXXX} posted on the property, ~~XXXXX~~ ^{XXXXX} and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

*#255 Tax Sale
Filed April 22, 1970*

FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S SALE
A tract of or parcel of land, situate on the northerly side of Greene Street, in the City of Cumberland, in Election District No. 6, Allegany County, State of Maryland.
Under and by virtue of the Laws of the State of Maryland, I have seized and levied upon for the collection of the State of Maryland and Allegany County taxes due thereon for the years 1965, 1966, 1967 and 1968, and will on Friday, April 17th, 1970,
at 9:00 A.M. O'Clock
at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder:
All that lot or parcel of ground, located on the northerly side of Greene Street, in the City of Cumberland, in Election District No. 6, Allegany County, State of Maryland, known and designated as Lot No. One Hundred and One (101) in Read's Addition to the City of Cumberland and particularly described as follows, to-wit: beginning at the intersection of the south side of Gaynor Terrace, with the west side of a 16 foot alley at a point at the end of a line drawn South 41 degrees 34 minutes West 17.05 feet from a stone placed at the intersection of the center line of Gaynor Terrace with a line parallel with and distant 7.8 feet from the east side of the alley; thence North 51 degrees 12 minutes West 18.0 feet with the alley; thence North 51 degrees 12 minutes West 20.1 feet with the north side of Greene Street, thence North 13 degrees 12 minutes East 136.1 feet to Gaynor Terrace, thence South 74 degrees 46 minutes East 25 feet to the place of beginning; it being the same property conveyed to John C. McAdams by The Miller Company at its deed dated the 2nd Day of January, 1917, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 120, Folio 204. Special reference is hereby made to said deed for a more particular description to the aforesaid property. Said property was sold at a tax sale at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, on September 15, 1963, to Thomas L. Popp for the highest bid of \$11,271 at said sale. A deed was delivered to said Thomas L. Popp for said property but said deed was not recorded in the Land Records of Allegany County, Maryland. The said John C. McAdams died intestate and left to the aforesaid property in now vested with his wife, Louise C. McAdams and his son, John P. McAdams. Property is now carried on the Assessment Rolls of Allegany County, Maryland in the name of Louise E. McAdams. Said property is unimproved.
Allegany County Central Tax Office
FRANCIS G. PHILPOT,
Tax Collector
AN—T-March 25

*#255 Tax Sale
Filed April 22, 1970* Cumberland, Md. April 10, 1970

This is to Certify, That the annexed Tax Collector's Sale

of "Louise E. McAdams Property"

was published in The Cumberland Times, a newspaper printed

in the City of Cumberland, on the following dates:

..... March 26 19 70

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Imogene M. Hardinger

TAX COLLECTOR'S EXHIBIT No. 3.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
FRANCIS G. PHILPOT, Tax Collector
vs.
Known and Unknown Heirs of John C. McAdams
No. 255 Tax Sale
In the
CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND
Francis G. Philpot, Tax Collector, has made a report to this Court of the Sale of all that real estate in Election District No. 6, and particularly described in a deed from The Miller Company and The Allegany Building, Loan and Savings Company, of Cumberland, Maryland to John C. McAdams, dated the 2nd day of January, 1917 and recorded in Liber No. 120, folio 204, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 22 day of April, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 13 day of May, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 23 day of May, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$11,271.
(s) Harold F. Naughton,
Associate Judge
True Copy: Test:
L. Fred Thom, Clerk
Adv. T—APRIL 25—MAY 23

Filed May 21, 1970 Cumberland, Md. May 20, 1970

This is to Certify, That the annexed Notice of Tax Collector's

Report of Sale #255 "Known & Unknown Heirs of John C. McAdams"

was published in The Cumberland Times, a newspaper printed

in the City of Cumberland, on the following dates:

..... April 25-May 2-9 19 70

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Imogene M. Hardinger

LIBER 129 PAGE 88

Gen. 117 1M 745

Louise E McAdams,
Lot 101 Greene St

I hereby give legal notice to the property owner whose name appears hereon that City Taxes are in arrears on the property designated on this notice, and that the interest on the unpaid balance is accruing at the rate of 6% per year.

George L. Baker, Jr.
Treasurer & Finance Commissioner,
Cumberland, Maryland

SPECIAL NOTICE
CITY TAXES
IMPORTANT
ADD—INTEREST
AND COSTS
WHEN PAYING

YEAR	TAX
1966	3.26
Costs	50
Int.	72
	1.28

174-8200 #00043 113

Louise E McAdams
Lot 101 Greene St

I hereby give legal notice to the property owner whose name appears hereon that City Taxes are in arrears on the property designated on this notice, and that the interest on the unpaid balance is accruing at the rate of 6% per year.

George L. Baker, Jr.
Treasurer & Finance Commissioner,
Cumberland, Maryland

SPECIAL NOTICE
CITY TAXES
IMPORTANT
ADD—INTEREST
AND COSTS
WHEN PAYING

YEAR	TAX
1967	1.22
Costs	50
Int.	52
	1.24

174-8200 #00043 113

Louise E McAdams **129** PAGE **87**

Lot 101 Greene St

SPECIAL NOTICE
CITY TAXES
IMPORTANT
ADD - INTEREST
AND COST
WHEN PAYING

YEAR	TAX
1965	1.30
Costs	50
Int.	32
	1.72

I hereby give legal notice to the property owner whose name appears hereon that City Taxes are in arrears on the property designated on this notice, and that the interest on the unpaid balance is accruing at the rate of 6% per year.

George L. Baker, Jr.
Treasurer & Finance Commissioner,
Cumberland, Maryland

Louise E McAdams, **129** PAGE **88**

Lot 101 Greene St

SPECIAL NOTICE
CITY TAXES
IMPORTANT
ADD - INTEREST
AND COST
WHEN PAYING

YEAR	TAX
1968	3.20
Costs	50
Int.	32
	4.02

I hereby give legal notice to the property owner whose name appears hereon that City Taxes are in arrears on the property designated on this notice, and that the interest on the unpaid balance is accruing at the rate of 6% per year.

George L. Baker, Jr.
Treasurer & Finance Commissioner,
Cumberland, Maryland

CITY OF CUMBERLAND
TAX OFFICE - CITY HALL
CUMBERLAND, MD. 21502

WHEN PAYING TAXES BY MAIL, PAY CORRECT AMOUNT OR IT WILL BE NECESSARY TO RETURN BILL TO YOU. ENCLOSE STAMPED ENVELOPE FOR RECEIPT RETURN.

REAL ESTATE TAX YEAR 1969-70 TAXPAYERS COPY

ASSESSMENT VALUATION		TOTAL
LAND	BUILDINGS	

TAX RATE PER \$100	DATE	TOTAL TAX

PROPERTY DESCRIPTION

Lot 101, Greene St.

TO

McAdams, Louise E.

(IF ADDRESS IS INCORRECT PLEASE CHANGE)

INTEREST STARTS
OCT 1 31 1969
RATE - 6% PER MONTH
FROM SEPT. 1

TOTAL PAID	INTEREST OR DISCOUNT

(OFFICE USE ONLY) (OFFICE USE ONLY)

Francis G. Philpot, Tax Collector,
vs.
Joshua B. Spicer, His Heirs
and Assigns.

LIBER 129 PAGE 89

No. 256 Tax Sales
in the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

Filed May 7, 1970

TO THE HONORABLE, THE JUDGE OF SAID COURT:
The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1966, 1967 and 1968, respectively shows:

1. That prior to and on the 1st day of July, 1969, there was due by Joshua B. Spicer, His Heirs and Assigns,

the owner of all that lot, parcel or tract of land, containing one (1) acre, more or less, located on the drains of the Potomac River, opposite the Town of Keyser, W. Va., in or near the village of McCoolle, in

Election District No. 31, in Allegany County, in the State of Maryland, the sum of \$ 15.86 for State and County taxes for the years 1966, 1967, and 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1."

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said Joshua B. Spicer, His Heirs and Assigns, within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said

Joshua B. Spicer, His Heirs and Assigns, was assessed, together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 29th day of October, 1969, he caused a copy of each of said tax bills to be served upon said Joshua B. Spicer, His Heirs and Assigns,

in the following manner, as provided by the Acts of Assembly aforesaid: By mailing a copy of each said tax bill to the said Joshua B. Spicer, Keyser, W. Va.

by setting up a copy of each of said tax bills on the premises where the heretofore described real estate is located because at said time the said

did not live in said Collection District; by delivering each of said tax bills to

possession of said premises, because the said

did not at said time live in said Collection District.

3. That notwithstanding the service of said notice, the said Joshua B. Spicer, His Heirs and Assigns, failed and refused to pay said taxes within said sixty-day period, and that thereafter, to wit, on the 3rd day of April, 1970,

said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at the drains of the Potomac River,

in or near McCoolle, Allegany County, State of Maryland, in Election District No. 31, for the payment of said State and County taxes, interest and costs. Said real estate being the same property which was conveyed to the said Joshua B. Spicer

by deed dated the 22nd day of February, 1917, and recorded in Liber No. 127, folio 58, one of the Land Records of Allegany County, Maryland; reference to which is hereby especially made for a particular description of said property. Said parcel of real estate has located thereon the following improvements:

Unimproved.

That at the time of said levy a copy of said levy was delivered to the said

that at the time of said levy said property was vacant and unoccupied, the said Joshua B. Spicer, His Heirs and Assigns, non-resident of said Collection District and a copy of the aforesaid tax bills and notice of levy were set up upon the premises; that at the time of said levy said property was

with whom was left the

all of which will appear by reference to said Tax Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2."

4. That thereafter, to wit, on the 2th day of April, 1970, the said taxes still remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the

Cumberland Times, a daily newspaper published in Allegany County, Maryland, and also by notice posted at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday

the 5th day of May, 1970, at 9:00 o'clock A. M. at the Allegany Court House

with filed, as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3."

That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: all that lot, parcel or tract of land, containing one (1) acre, more or less, situate on the drains of the Potomac River, opposite the Town of Keyser, W. Va., in or near the village of McCoolle, in Election District No. 31, Allegany County, State of Maryland,

and after cried said sale for a reasonable length of time, he did then and there sell at public auction the real estate

herein described for the sum of \$ 200.00

cash to Dori G. McGinnis and Rosalee McGinnis, his wife, 188 Queen Street, McCoolle, Maryland,

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed

And as in duty bound, etc.

Francis G. Philpot
Solicitor
Francis G. Philpot
Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:
I HEREBY CERTIFY, that on this 7th day of May, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

Witness my hand and Notarial Seal.
Notary Public

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
Francis G. Philpot, Tax Collector
vs.
Joshua B. Spicer, His Heirs
and Assigns

No. 256 Tax Sales
in the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Filed May 7, 1970

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 31, and particularly described in a deed from

Marnia D. McCoolle
Joshua B. Spicer

dated the 22nd day of February, 1917, and recorded in Liber No. 127, folio 58, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is

thereupon this day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Allegany County, Maryland, before the 8th day of June, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 24th day

of June, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$ 200.00

FINAL ORDER
The proceedings in the foregoing cause having been read and considered, it is thereupon this day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered, ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause.

Notary Public

NOTICE
LIBER 129 PAGE 90

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice; I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE
.15 .30 2.68 4.96

TAX CODES
ASSESSMENT
INTEREST
TOTAL PAID

Joshua B. Spicer
Keyser, West Virginia
% Philpot, Tax Collector

188 Queen Street, McCoolle

TAX COLLECTOR #256

TAX COLLECTOR #256

PAY JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH.		INTEREST AT RATE OF 10% PER ANNUUM TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
JULY NET TOTAL	GROSS TAX	ASSESSMENT	INTEREST	REAL ESTATE TAX	REFERENCE DIST. FOLIO
	5.26	200		ADRE 31	

DELINQUENT

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX PAYER'S COPY NO. 1

LIBER 129 PAGE 91

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				DIST. FOLIO NO.
.17	.34	2.48	4.96				5.30	200	ADRE 31	

DELINQUENT

INTEREST: READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TOTAL PAID

Joshua B. Spicer
Keyser, West Virginia
% Philpot, Tax Collector

1 Acre Queen Street, McCoole
123 - 1/70

#256 Tax Sales
Filed May 7, 1970

TAX YEAR 1967-68 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE CUMBERLAND, MD. 21502 TAX PAYER'S COPY NO. 1

LIBER 129 PAGE 92

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				DIST. FOLIO NO.
.17	.34	2.48	4.96				5.30	200	ADRE 31	

DELINQUENT

INTEREST: READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TOTAL PAID

Joshua B. Spicer
Keyser, West Virginia
% Philpot, Tax Collector

1 Acre Queen Street - McCoole
122 - 1/70

#256 Tax Sale
Filed May 7, 1970

TAX YEAR 1966-67 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501 TAX COLLECTOR'S COPY NO. 2

LIBER 129 PAGE 93

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				DIST. FOLIO NO.
.15	.30	2.48	4.96				5.36	200	ADRE 31	

DELINQUENT

INTEREST: READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TOTAL PAID

Joshua B. Spicer
Keyser, West Virginia
% Philpot, Tax Collector

1 Acre Queen Street - McCoole
121 - 1/70

#256 Tax Sales
Filed May 7, 1970

Served on ~~him~~ THE PROPERTY at 2:25 P.M. on April 3rd 1970
FRANCIS G. PHILPOT, Tax Collector
Allegany County Central Tax Office
Francis G. Philpot, Collector

TAX COLLECTOR'S EXHIBIT No. 2.

TAX YEAR 1967-68 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX COLLECTOR'S COPY NO. 2

LIBER 129 PAGE 92

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				DIST. FOLIO NO.
.17	.34	2.48	4.96	2.25			5.30	200	ADRE 31	

DELINQUENT

INTEREST: READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TOTAL PAID

Joshua B. Spicer
Keyser, West Virginia
% Philpot, Tax Collector

1 Acre Queen Street - McCoole
122 - 1/70

#256 Tax Sales
Filed May 7, 1970

April 3rd 1970

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX COLLECTOR'S COPY NO. 2

LIBER 129 PAGE 93

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				DIST. FOLIO NO.
.17	.34	2.48	4.96	2.25			5.30	200	ADRE 31	

DELINQUENT

INTEREST: READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TOTAL PAID

Joshua B. Spicer
Keyser, West Virginia
% Philpot, Tax Collector

1 Acre Queen Street - McCoole
122 - 1/70

#256 Tax Sales
Filed May 7, 1970

April 3rd 1970

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES 129 PAGE 93

The taxes upon the property hereinafter referred to being due and unpaid upon ~~February 1, 1969~~ July 1, 1970, I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 3rd day of April, 1970, entered in, made known my intention, levied upon and seized the following

Real Property.

All that parcel of land or lot situate in Election District Number 31 Allegany County, Maryland, and being one (1) acre of land, more or less, located on the drains of the Potomac River, in or near the village of

McCoole, in Allegany County, Maryland, conveyed, ~~conveyed~~ ~~to~~ ~~by~~ ~~deed~~ ~~of~~ ~~Thomas F. McCoole~~ to ~~by~~ ~~deed~~ ~~of~~ ~~Nannie D. McCoole~~ to ~~by~~ ~~deed~~ ~~of~~ ~~J. R. Spicer~~

By deed ~~of~~ ~~Nannie D. McCoole~~, dated the 22nd Day of February, 1917, and recorded among the Land Wills Records of Allegany County in Deed Wills Liber 121, Folio 58, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Joshua E. Spicer, and notice of this levy was ~~posted~~ posted on the property

and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

Filed May 7, 1970

TAX COLLECTOR'S EXHIBIT No. 2

~~72.56~~ ~~Int. & Costs~~

FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S SALE
Valuable lot, parcel or tract of land, situate on the drains of the Potomac River, opposite the town of Keyser, West Virginia, in or near the village of McCoole, in Election District No. 31, Allegany County, State of Maryland.

Under and by virtue of the Laws of the State of Maryland, I have seized and levied upon for the collection of the State of Maryland and Allegany County taxes due thereon for the years 1969, 1970 and 1971, and will on Tuesday, MAY 25th, 1970

at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder:
All that lot, parcel or tract of land containing one (1) acre, more or less, located on the drains of the Potomac River, in or near the village of McCoole, in Election District No. 31, Allegany County, State of Maryland. It being the same property conveyed to J. R. Spicer by deed of Nannie D. McCoole, dated the 22nd Day of February, 1917, and recorded in Deed Liber 121, Folio 58, among the Land Records of Allegany County, Maryland. Being the same property conveyed to the said J. R. Spicer by deed of Thomas F. McCoole and Nannie D. McCoole, his wife, dated the 20th Day of April, 1939, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 47, Folio 39A, and described in said deed by metes and bounds as containing one acre, for a more particular description of which reference is hereby made to the said deed. And whereas, in writing the said deed the scrivener did not clearly show that the name of the grantee in the said deed was "J. R. Spicer" and has been read since that time "J. B. Spicer" and whereas in truth and in fact it was intended to be J. R. Spicer. And whereas, the said Thomas F. McCoole has since died and the said Nannie D. McCoole has become the owner of all his real estate, situated in said Allegany County, State of Maryland, said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Joshua E. Spicer. Said property is unimproved.

Allegany County Central Tax Office
FRANCIS G. PHILPOT,
Tax Collector
Adv.—April 3

Gen. 117 IM 7-65

Filed May 7, 1970

Cumberland, Md. April 10, 1970

This is to Certify, That the annexed Tax Collector's Sale

"JOSHUA E. SPICER, PROPERTY"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

April 9, 1970.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

TAX COLLECTOR'S EXHIBIT No. 3.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
FRANCIS G. PHILPOT, Tax Collector
vs. Joshua B. Spicer, His Heirs and Assigns.
No. 256 Tax Sales in The Circuit Court For Allegany County, Maryland.
Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 31, and particularly described in a deed from Nannie D. McCoole to Joshua B. Spicer, dated the 22nd day of February, 1917 and recorded in Liber No. 121, folio 58, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is therefore this 10th day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 15th day of June, 1970, commanding all persons interested in said property to be sold appear in this Court on or before the 15th day of June, 1970, to show cause, if any they have who said sale should not be ratified and confirmed. The report states that the amount of sale is \$200.00.
HAROLD E. NAUGHTON
Associate Judge
True Copy, Test:
L. Fred Dean, Clerk.
Adv. 7—May 11-18-70

Filed July 6, 1970
Cumberland, Md. July 2, 1970

This is to Certify, That the annexed Notice of Tax Collector's

Report of Sale #256 "Joshua B. Spicer"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

May 11-16-25, 1970.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

LIBER 129 PAGE 94

Gen. 117 IM 7-65

Francis G. Philpot, Tax Collector,
vs.
Robert Anderson, His Heirs
and Assigns,

LIBER 129 PAGE 95

257 Tax Sales
in the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Filed May 7, 1970

TO THE HONORABLE, THE JUDGE OF SAID COURT:
The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year A. D. 1966, 1967, and 1968, respectively shows:

1. That prior to and on the 1st day of July, 1969, there was due by Robert Anderson, His Heirs and Assigns,

the owner of all those lots or parcels of land known as Lots Nos. 7 and 8 in Moscow, being a parcel of ground 100 feet by 100 feet, more or less, on the northwesterly side of Second Street, in the village of Moscow, in

Election District No. 25, in Allegany County, in the State of Maryland, the sum of \$ 3.98 for State and County taxes for the years 1966, 1967 and 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1."

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said Robert Anderson, His Heirs and Assigns, within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said Robert Anderson, His Heirs and Assigns, was assessed,

together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 29th day of October, 1969, he caused a copy of each of said tax bills to be served upon said Robert Anderson, His Heirs and Assigns,

In the following manner, as provided by the Acts of Assembly aforesaid: By mailing a copy of each said tax bill to the said Robert Anderson, Moscow, Maryland.

by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

and by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

and by leaving a copy of the same at the usual place of abode of

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the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

and by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

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the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

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and by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

and by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

and by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

and by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

and by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

and by leaving a copy of the same at the usual place of abode of

the said Robert Anderson, Moscow, Maryland, and by delivering a copy of the same to the said Robert Anderson, Moscow, Maryland, in person.

door, in Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate levied upon by him, a copy of which advertisement together with the Certificate of the Publication of the same are herewith filed, as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3."

5. That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: All those unimproved lots or parcel of ground, known and described as Lots Nos. 7 and 8 in Moscow; being a parcel of land 100 feet by 100 feet, more or less, situate on the northwesterly side of Second Street, in the village of Moscow, in Election District No. 25, Allegany County, State of Maryland,

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and after cried said sale for a reasonable length of time, he did then and there sell at public auction the real estate herein described for the sum of \$ 91.25 cash to Raymond Taylor and Thelma Hughes, Nikep, Maryland,

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed.

And as in duty bound, etc.
Solicitor
Francis G. Philpot
Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:
I HEREBY CERTIFY, that on this 7th day of May, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.
Witness my hand and Notarial Seal.

Notary Public
Sig. J. Kelly

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
No. 257 Tax Sales
In the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Filed May 7, 1970

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 25, and particularly described in a deed from A. B. Shaw and Mary M. Shaw, his wife, to Robert Anderson

dated the 19th day of February, 1874, and recorded in Liber No. 41, folio 636, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 7th day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 14th day of June, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 3rd day of June, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$ 91.25.

FINAL ORDER
The proceedings in the foregoing cause having been read and considered, it is thereupon this 7th day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause.

Harold E. Dougherty

TAX YEAR 1966-67 REAL ESTATE		NOTICE		TAX COLLECTORS COPY NO. 2	
<p>DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5 AUG. 4 SEPT. 3</p>		<p>According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.</p>		<p>INTEREST AT RATE OF 1% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.</p>	
<p>SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAYALL SANITARY 41 - LAYALL FIRE TAX 42 - CRESAPATOWN WATER 43 - CRESAPATOWN SANITARY 44 - POTOMAC PARK 45 - HOWLING GREEN SANITARY 46 - ELLERSLIE 47 - BEL AIR 48 - BRADDOCK RUN SANITARY 49 - WOODSIDE 50 - REDDOCK RUN SANITARY</p>		<p>ALLEGANY COUNTY CENTRAL TAX OFFICE</p>		<p>GROSS TAX 1.33 ASSESSMENT 50 REFERENCE DIST. FOLIO NO. ADRE 25</p>	
<p>READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR</p>		<p>129 PAGE 97</p>		<p>DELINQUENT</p>	
<p>Robert Anderson Tax Collector - Allegany Co. Moscow, Maryland</p>		<p>Lot 8 nws Second Street 125 - 1/70</p>		<p>TAX COLLECTOR'S EXHIBIT No. 1. #257 Int Sale Filed May 7, 1970</p>	

TAX YEAR 1967-68 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND MD. 21502		TAX COLLECTORS COPY NO. 2	
<p>DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5 AUG. 4 SEPT. 3</p>		<p>INTEREST AT RATE OF 1% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.</p>		<p>PAY JULY NET TOTAL IF PAYING IN JULY</p>	
<p>SPECIAL TAXES STATE TAX COUNTY TAX</p>		<p>JULY DISCOUNT JULY NET TOTAL GROSS TAX ASSESSMENT REFERENCE DIST. FOLIO NO.</p>		<p>1.33 50 ADRE 25</p>	
<p>SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAYALL SANITARY 41 - LAYALL FIRE TAX 42 - CRESAPATOWN WATER 43 - CRESAPATOWN SANITARY 44 - POTOMAC PARK 45 - HOWLING GREEN SANITARY 46 - ELLERSLIE 47 - BEL AIR 48 - BRADDOCK RUN SANITARY 49 - WOODSIDE 50 - REDDOCK RUN SANITARY</p>		<p>ALLEGANY COUNTY CENTRAL TAX OFFICE</p>		<p>GROSS TAX 1.33 ASSESSMENT 50 REFERENCE DIST. FOLIO NO. ADRE 25</p>	
<p>READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR</p>		<p>129 PAGE 97</p>		<p>DELINQUENT</p>	
<p>Robert Anderson Tax Collector - Allegany Co. Moscow, Maryland</p>		<p>Lot 8 nws Second Street 125 - 1/70</p>		<p>TAX COLLECTOR'S EXHIBIT No. 1. #257 Int Sale Filed May 7, 1970</p>	

TAX YEAR 1966-67 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501		TAX COLLECTORS COPY NO. 2	
<p>DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5 AUG. 4 SEPT. 3</p>		<p>INTEREST AT RATE OF 1% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.</p>		<p>PAY JULY NET TOTAL IF PAYING IN JULY</p>	
<p>SPECIAL TAXES STATE TAX COUNTY TAX</p>		<p>JULY DISCOUNT JULY NET TOTAL GROSS TAX ASSESSMENT REFERENCE DIST. FOLIO NO.</p>		<p>1.32 50 ADRE 25</p>	
<p>SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAYALL SANITARY 41 - LAYALL FIRE TAX 42 - CRESAPATOWN WATER 43 - CRESAPATOWN SANITARY 44 - POTOMAC PARK 45 - HOWLING GREEN SANITARY 46 - ELLERSLIE 47 - BEL AIR 48 - BRADDOCK RUN SANITARY</p>		<p>ALLEGANY COUNTY CENTRAL TAX OFFICE</p>		<p>GROSS TAX 1.32 ASSESSMENT 50 REFERENCE DIST. FOLIO NO. ADRE 25</p>	
<p>READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR</p>		<p>129 PAGE 98</p>		<p>DELINQUENT</p>	
<p>Robert Anderson Tax Collector - Allegany County Moscow, Maryland</p>		<p>Lot 8 nws Second Street 125 - 1/70</p>		<p>TAX COLLECTOR'S EXHIBIT No. 1. #257 Int Sale Filed May 7, 1970</p>	

TAX YEAR 1966-67 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501		TAXPAYERS COPY NO. 1	
<p>DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5 AUG. 4 SEPT. 3</p>		<p>INTEREST AT RATE OF 1% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.</p>		<p>PAY JULY NET TOTAL IF PAYING IN JULY</p>	
<p>SPECIAL TAXES STATE TAX COUNTY TAX</p>		<p>JULY DISCOUNT JULY NET TOTAL GROSS TAX ASSESSMENT REFERENCE DIST. FOLIO NO.</p>		<p>1.32 50 ADRE 25</p>	
<p>SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAYALL SANITARY 41 - LAYALL FIRE TAX 42 - CRESAPATOWN WATER 43 - CRESAPATOWN SANITARY 44 - POTOMAC PARK 45 - HOWLING GREEN SANITARY 46 - ELLERSLIE 47 - BEL AIR 48 - BRADDOCK RUN SANITARY</p>		<p>ALLEGANY COUNTY CENTRAL TAX OFFICE</p>		<p>GROSS TAX 1.32 ASSESSMENT 50 REFERENCE DIST. FOLIO NO. ADRE 25</p>	
<p>READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR</p>		<p>129 PAGE 98</p>		<p>DELINQUENT</p>	
<p>Robert Anderson Tax Collector - Allegany County Moscow, Maryland</p>		<p>Lot 8 nws Second Street 125 - 1/70</p>		<p>TAX COLLECTOR'S EXHIBIT No. 1. #257 Int Sale Filed May 7, 1970</p>	

TAX YEAR 1967-68 REAL ESTATE										ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				TAXPAYERS COPY NO. 1					
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 31 AUG. 4 SEPT. 3										LIBER 129 PAGE 99		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.		REFERENCE DIST. FOLIO NO.	
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT		JULY NET TOTAL		GROSS TAX		ASSESSMENT		REFERENCE DIST. FOLIO NO.					
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT														
		.17	.09	2.48	1.24					1.33	50	ADRE 25							
SPECIAL TAX CODES PER 1968 ASSESSMENT 40 - SEWAGE SANITARY 41 - SEWAGE FIRE TAX 42 - SEWAGE WATER 43 - SEWAGE SANITARY 44 - SEWAGE PARK 45 - SEWAGE GREEN SANITARY 46 - SEWAGE 47 - SEWAGE 48 - SEWAGE 49 - SEWAGE 50 - SEWAGE 51 - SEWAGE										DELINQUENT		Robert Anderson % Tax Collector - Allegany Co. Moscow, Maryland		READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.		TOTAL PAID			
Lot 8 nws Second Street #257 Tax Sale Filed May 7, 1970										126 - 1/70									

TAX YEAR 1968-69 REAL ESTATE										ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				TAXPAYERS COPY NO. 1					
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 31 AUG. 4 SEPT. 3										LIBER 129 PAGE 100		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.		REFERENCE DIST. FOLIO NO.	
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT		JULY NET TOTAL		GROSS TAX		ASSESSMENT		REFERENCE DIST. FOLIO NO.					
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT														
		.17	.09	2.48	1.24					1.33	50	ADRE 25							
SPECIAL TAX CODES PER 1968 ASSESSMENT 40 - SEWAGE SANITARY 41 - SEWAGE FIRE TAX 42 - SEWAGE WATER 43 - SEWAGE SANITARY 44 - SEWAGE PARK 45 - SEWAGE GREEN SANITARY 46 - SEWAGE 47 - SEWAGE 48 - SEWAGE 49 - SEWAGE 50 - SEWAGE 51 - SEWAGE										DELINQUENT		Robert Anderson % Tax Collector - Allegany Co. Moscow, Maryland		READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.		TOTAL PAID			
Lot 8 nws Second Street #257 Tax Sale Filed May 7, 1970										128 - 1/70									

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES

The taxes upon the property hereinafter referred to being due and unpaid upon ~~January 1, 1969~~ July 1, 1969, I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 6th day of April 1970, entered in, made known my intention, levied upon and seized the following

Real Property.
All that parcel of land or lot situate in Election District Number 25 Allegany County, Maryland, and being known as Lots Nos. 7 and 8 in Moscow; being a parcel of land 100 feet by 100 feet, more or less, on the northwesterly side of Second

Street, in Moscow, in Allegany County, Maryland, conveyed, ~~more or less~~ to ~~and~~ Robert Anderson

By deed ~~made~~ of A. B. Shaw and Mary M. Shaw, his wife, LIBER 129 PAGE 100

dated the 19th day of February, 1874, and recorded among the Land ~~and~~ Records of Allegany County in Deed ~~and~~ Liber 41, Folio 636, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Robert Anderson, and notice of this levy was ~~made~~ posted on the property, ~~and~~ and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

TAX COLLECTOR'S EXHIBIT No. 2.
#257 Tax Sale Filed May 7, 1970
FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S SALE
Valuable lots or parcel of land, situate on the northwesterly side of Second Street, in the village of Moscow, in Election District No. 25, Allegany County, State of Maryland.
Under and by virtue of the Laws of the State of Maryland, I have seized and levied upon for the collection of the State of Maryland and Allegany County taxes due thereon for the years 1966, 1967 and 1968, and will on Thursday, MAY 13TH, 1970, at 9:30 O'CLOCK A. M. at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder:
All those lots or parcel of ground, located on the northwesterly side of Second Street, in the village of Moscow, in Election District No. 25, Allegany County, State of Maryland, described as follows, to wit: in the village of Moscow known as Lots Nos. 7 and 8 on the northwesterly side of Second Street, Lot No. 7, beginning at the end of the first line of Lot No. 6 and running with Second Street North 71 1/2 degrees West fifty feet, then North 20 degrees East one hundred feet, then South 71 1/2 degrees East fifty feet to the end of the second line of Lot No. 6 and then with it reversed South 20 degrees West to the beginning line of Lot No. 8, beginning at the end of the first line of Lot No. 7 and running with Second Street 71 1/2 degrees West fifty feet then North 20 degrees East one hundred feet to the second line of Lot No. 7 and then with it reversed South 20 degrees West one hundred feet to the beginning. Being the latter property conveyed to Robert Anderson by deed of A. B. Shaw and Mary M. Shaw, his wife, dated the nineteenth day of February, 1874, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 41, Folio 636. Special reference is hereby made to said deed for a more particular description to the aforesaid property. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Robert Anderson, said property is unimproved.
Allegany County Central Tax Office
FRANCIS G. PHILPOT, Tax Collector.
Adv. T-APR 8

#257 Tax Sale Cumberland, Md. April 10, 1970
Filed May 7, 1970

This is to Certify, That the annexed Tax Collector's Sale

"ROBERT ANDERSON PROPERTY"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

April 9, 1970.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Henderson*

TAX COLLECTOR EXHIBIT No. 3.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
FRANCIS G. PHILPOT, Tax Collector
vs. Robert Anderson, His Heirs and Assigns
No. 257 Tax Sales In The Circuit Court For Allegany County, Maryland, Francis G. Philpot, Tax Collector, having made a report to this Court of the sale of all that real estate in Election District No. 15 and particularly described in a deed from A. B. Shaw and Mary M. Shaw, his wife, to Robert Anderson, dated the 28th day of February, 1968, and recorded in Liber No. 41, June 1968, one of the Land Records of Allegany County, Maryland, together with all the proceeds thereon in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 11th day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in the newspaper published in Cumberland, Allegany County, Maryland, before the 15th day of June, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 15th day of June, 1970, to show cause, if any they have, why said sale should not be ratified and confirmed. The report states the amount of sale to be \$92.50.
FRANCIS G. PHILPOT, Tax Collector
By: FRED DWAN, Clerk
HAROLD E. NAUGHTON, Associate Judge
ADO. T.—May 11-1970

Filed July 6, 1970 Cumberland, Md. July 2, 1970
This is to Certify, That the annexed Notice of Tax Collector's Report of Sale # 257 "Robert Anderson" was published in The Cumberland TIMES, a newspaper printed in the City of Cumberland, on the following dates:

May 11-18-25 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By: *Harold E. Naughton*

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Gen. 117 IM 7-65

Francis G. Philpot, Tax Collector,
vs.
James H. Lease, His Heirs
and Assigns.

No. 258 Tax Sales

In the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

Filed May 8, 1970

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1966, 1967, and 1968 respectively shows:

1. That prior to and on the 1st day of July, 1962 there was due by James H. Lease, His Heirs and Assigns,

the owner of an unimproved lot, piece or parcel of land, being part of a tract known as "Ethiopia and the Isles"; it being a parcel of land 155 feet by 150 feet, more or less, situate on the east side of the Shamrock Mines Plane and the south side of the County Road leading to the John S. Phillip's Farm from the Town of Lonaconing, in Election District No. 15, in Allegany County, in the State of Maryland, the sum of \$ 1.98 for State and County taxes for the years 1966, 1967, and 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1."

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said James H. Lease, His Heirs and Assigns, within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said James H. Lease, His Heirs and Assigns,

was assessed, together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 13th day of October, 1962, he caused a copy of each of said tax bills to be served upon said James H. Lease, His Heirs and Assigns,

in the following manner, as provided by the Acts of Assembly aforesaid: By mailing a copy of each said tax bill to the said James H. Lease, Charles Sisler, 463 Lucy Street, Akron, Ohio, 44306; by leaving a copy of the same at the usual place of abode of the said

by setting up a copy of each of said tax bills on the premises where the hereinbefore described real estate is located because at said time the said did not live in said Collection District; by delivering each of said tax bills to the person in possession of said premises, because the said

did not at said time live in said Collection District.
3. That notwithstanding the service of said notice, the said James H. Lease, His Heirs and Assigns, failed and refused to pay said taxes within said sixty-day period, and that thereafter, to wit, on the 8th day of April, 1970, said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at the east side of the Shamrock Mines plane and the south side of the County road leading from the Town of Lonaconing to the John S. Phillip's farm, near the Town of Lonaconing, Allegany County, State of Maryland, in Election District No. 15, for the payment of said State and County taxes, interest and costs. Said real estate being the same property which was conveyed to the said James H. Lease

by deed dated the 28th day of October, 1963, and recorded in Liber No. 119, folio 356, one of the Land Records of Allegany County, Maryland; reference to which is hereby especially made for a particular description of said property. Said parcel of real estate has located thereon the following improvements:

Unimproved.

That at the time of said levy a copy of said levy was delivered to the said; that at the time of said levy said property was vacant and unoccupied, the said James H. Lease, His Heirs and Assigns, non-resident of said Collection District and a copy of the aforesaid tax bills and notice of levy were set up upon the premises; that at the time of said levy said property was not occupied by the said but was occupied by one

with whom was left the aforesaid levy; and a duplicate thereof was set up upon said premises, all of which will appear by reference to said Tax Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2"

4. That thereafter, to wit, on the 10th day of April, 1970, the said taxes still remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the Cumberland Times, a daily newspaper published in Allegany County, Maryland, and also by notice posted at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday, the 5th day of May, 1970, at 10:00 o'clock A. M. at the Allegany Court House

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3902. in Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate listed upon by him, a copy of which advertisement together with the Certificate of the Publication of the same are herewith filed, as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3."

5. That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: all that unimproved lot, piece or parcel of ground being part of a tract of land called "Ethiopia and the Isles"; situate near the Shamrock Mine; it being a parcel of land 155 feet by 150 feet, more or less, located on the east side of the Shamrock plane and the south side of the County road leading to the John S. Phillip's farm from the Town of Lonaconing, in Election District No. 15, Allegany County, Maryland,

and after cried said sale for a reasonable length of time, he did then and there sell at public auction the real estate herein described for the sum of \$ 87.01
 cash to Ray Emerson Stark and Dottie Kay Stark, his wife, Lonaconing, Maryland,

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed.

And as in duty bound I subscribe myself
Francis G. Philpot
 Francis G. Philpot
 Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:
 I HEREBY CERTIFY, that on this 28 day of May, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.
 Witness my hand and Notarial Seal.
Ray J. Kiddy
 Notary Public

NOTICE OF TAX COLLECTOR'S REPORT OF SALE

FRANCIS G. PHILPOT, Tax Collector No. 258 Tax Sales
 vs. In the
James H. Lease, His Heirs and Assigns. CIRCUIT COURT FOR
 ALLEGANY COUNTY, MARYLAND

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 15, and particularly described in a deed from Thomas F. Nicol and Marie Nicol, his wife, to James H. Lease, dated the 28th day of October, 1969, and recorded in Liber No. 119, folio 356, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 5th day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland Allegany County, Maryland, before the 7th day of May, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 23rd day of May, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$ 87.01

FINAL ORDER

The proceedings in the foregoing cause having been read and considered, it is thereupon this 6th day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause.

No. 258 Tax Sales
 IN THE CIRCUIT COURT FOR
 ALLEGANY COUNTY, MARYLAND

FRANCIS G. PHILPOT
 Tax Collector

vs.

James H. Lease, His Heirs and
 Assigns.

TAX COLLECTOR'S REPORT OF SALE
 — AFFIDAVIT — ORDER NISI —
 AND FINAL ORDER

Mr. Clerk, Please File

Solicitor

ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

DELINQUENT COPY NO. 3

DELINQUENT

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
		.17	.04	2.18	.62			.66	25	4788 15

SPECIAL TAX CODES PER \$100 ASSESSMENT
 40 - LAVALLE SANITARY
 41 - LAVALLE FIRE TAX
 42 - CRESAPTON WATER
 43 - CRESAPTON SANITARY
 44 - POTOMAC PARK
 45 - BOWLING GREEN SANITARY
 46 - ELESERLIE
 47 - MT. SAVAGE
 48 - BEL AIR
 49 - BRADDOCK RUN SANITARY
 50 - MC COOLE
 51 - BEDFORD ROAD SANITARY

James H. Lease
 & Charles Sisler
 463 Lucy Street,
 Akron, Ohio 44306

Lot County Road near Shamrock Mine

#258 Tax Sale
 TAX COLLECTOR'S EXHIBIT No. 1.
 Filed May 8, 1970

ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

DELINQUENT COPY NO. 3

DELINQUENT

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
		.17	.04	2.18	.62			.66	25	4788 15

SPECIAL TAX CODES PER \$100 ASSESSMENT
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 50 - MC COOLE
 51 - BEDFORD ROAD SANITARY

James H. Lease
 & Charles Sisler
 463 Lucy Street
 Akron, Ohio 44306

Lot County Road near Shamrock Mine

#258 Tax Sale
 TAX COLLECTOR'S EXHIBIT No. 1.
 Filed May 8, 1970

TAX YEAR 1966-67 REAL ESTATE
ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501

DELINQUENT COPY NO. 3

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
 NO DISCOUNT ON STATE TAXES
 JULY 5%
 AUG. 4%
 SEPT. 3%

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE					
.15		.04		2.48		.66		25		ADRE 15

SPECIAL TAX CODES PER \$100 ASSESSMENT

- 40 - LAYALLE SANITARY
- 41 - LAYALLE FIRE TAX
- 42 - CRESAPTON WATER
- 43 - CRESAPTON SANITARY
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BRADDOCK RUN SANITARY
- 49 - MC COOLE
- 50 - BEEDROCK ROAD SANITARY

James H. Lease
 & Charles Sisler
 463 Lucy Street
 Akron, Ohio 44306

Francis G. Philpot, Tax Collector
 Allegany County Central Tax Office

By *[Signature]*
 Deputy Francis G. Philpot, Collector

258 Tax Sale
 Filed May 8, 1970

READ YOUR TAX BILL
 IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE
 MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR

TAX YEAR 1968-69 REAL ESTATE
ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

DELINQUENT COPY NO. 3

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
 NO DISCOUNT ON STATE TAXES
 JULY 5%
 AUG. 4%
 SEPT. 3%

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE					
.17		.04		2.48		.62		25		ADRE 15

SPECIAL TAX CODES PER \$100 ASSESSMENT

- 40 - LAYALLE SANITARY
- 41 - LAYALLE FIRE TAX
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- 50 - BEEDROCK ROAD SANITARY

James H. Lease
 & Charles Sisler
 463 Lucy Street
 Akron, Ohio 44306

Francis G. Philpot, Tax Collector
 Allegany County Central Tax Office

By *[Signature]*
 Deputy Francis G. Philpot, Collector

258 Tax Sale
 Filed May 8, 1970

READ YOUR TAX BILL
 IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE
 MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR

TAX YEAR 1967-68 REAL ESTATE
ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

TAX COLLECTORS COPY NO. 2

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
 NO DISCOUNT ON STATE TAXES
 JULY 5%
 AUG. 4%
 SEPT. 3%

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE					
.17		.04		2.48		.62		25		ADRE 15

SPECIAL TAX CODES PER \$100 ASSESSMENT

- 40 - LAYALLE SANITARY
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- 43 - CRESAPTON SANITARY
- 44 - POTOMAC PARK
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- 50 - BEEDROCK ROAD SANITARY

James H. Lease
 & Charles Sisler
 463 Lucy Street
 Akron, Ohio 44306

Francis G. Philpot, Tax Collector
 Allegany County Central Tax Office

By *[Signature]*
 Deputy Francis G. Philpot, Collector

258 Tax Sale
 Filed May 8, 1970

READ YOUR TAX BILL
 IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE
 MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR

TAX YEAR 1966-67 REAL ESTATE
ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501

TAX COLLECTORS COPY NO. 2

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
 NO DISCOUNT ON STATE TAXES
 JULY 5%
 AUG. 4%
 SEPT. 3%

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE					
.15		.04		2.48		.62		25		ADRE 15

SPECIAL TAX CODES PER \$100 ASSESSMENT

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- 44 - POTOMAC PARK
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- 47 - MT. SAVAGE
- 48 - BRADDOCK RUN SANITARY
- 49 - MC COOLE
- 50 - BEEDROCK ROAD SANITARY

James H. Lease
 & Charles Sisler
 463 Lucy Street
 Akron, Ohio

Francis G. Philpot, Tax Collector
 Allegany County Central Tax Office

By *[Signature]*
 Deputy Francis G. Philpot, Collector

258 Tax Sale
 Filed May 8, 1970

READ YOUR TAX BILL
 IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE
 MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES 129 PAGE 127

The taxes upon the property hereinafter referred to being due and unpaid upon ~~XXXXXX~~ July 1, 1969, I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 8th day of April 1970, entered in, made known my intention, levied upon and seized the following

Real Property, ~~XXXXXX~~ a lot of land or lot situate in Election District Number 15 Allegany County, Maryland, and being a lot of land 115 feet by 150 feet, more or less, part of a tract called "Ethopia and the Isles; situate on the south side of the County Road leading to John S. Phillip's farm, near the Town of Lonaconing, in Allegany County, Maryland, conveyed, ~~XXXXXX~~ to ~~XXXXXX~~ James H. Lease

By deed ~~XXXXXX~~ of Thomas F. Nicol and Mamie Nicol, his wife,

dated the 28th Day of October, 1913, and recorded among the Land Wills Records of Allegany County by Deed Wills Liber 119, Folio 356, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of James H. Lease, and notice of this levy was ~~XXXXXX~~ posted on the property, ~~XXXXXX~~ and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S EXHIBIT No. 2.

TAX COLLECTOR'S SALE
Situate lot or parcel of land situate on the west side of Miller Road, near the Town of Lonaconing, in Election District No. 15, Allegany County, State of Maryland.
Under and by virtue of the Laws of the State of Maryland I have seized and levied upon for the collection of the State of Maryland and Allegany County taxes due thereon for the years 1966, 1967 and 1968, and will on Tuesday, May 26, 1970, at 10:00 O'Clock A. M., at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for Cash to the highest bidder.
All that lot or parcel of ground situate near the Shamrock Mines, near the Town of Lonaconing, in Election District No. 15, Allegany County, State of Maryland, and known as part of a tract known as "Ethopia and the Isles" in County and State aforesaid and more fully described by notes and bounds, courses and distances, to-wit: Beginning for the same at a Willow tree standing on the East side of Shamrock Mine on the South side of the County Road leading from the town of Lonaconing to John S. Phillip's farm and running South 75 degrees East 120 feet North 20 degrees East 120 feet North 20 degrees West 120 feet to the place of beginning. Being the same property conveyed to James H. Lease by deed of Thomas F. Nicol and Mamie Nicol, his wife, dated the 28th day of October, 1913, and recorded in Deed Liber 119, Folio 356, among the Land Records of Allegany County, Maryland. Special reference is hereby made to said deed for a more particular description of the aforesaid property. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of James H. Lease. Said property is unimproved.
Allegany County Central Tax Office
Francis G. Philpot, Tax Collector
Adv. T-4 April 30

Cumberland, Md. April 10, 1970

This is to Certify, That the annexed Tax Collector's Sale

"James H. Lease Property"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

April 10, 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Harold E. Naughton*

TAX COLLECTOR'S EXHIBIT No. 3.

Gen. 117 IM 7-65

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
Francis G. Philpot, Tax Collector vs James H. Lease, His Heirs and Assigns, No. 218 Tax Sales In The Circuit Court For Allegany County, Maryland.
Francis G. Philpot, Tax Collector, has made a report to the Court of the list of all that real estate in Election District No. 15, and particularly described in a deed from Thomas F. Nicol and Mamie Nicol, his wife to James H. Lease, dated the 28th day of October, 1913 and recorded in Liber No. 119, folio 356, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon the 8th day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 9th day of June, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 25th day of June, 1970, to show cause, if any they have why said sale should not be realized and confirmed. The report states that the amount of sale to be \$2731.
HAROLD E. NAUGHTON
Associate Judge
True Copy: Test:
L. Fred Dean Clerk
Adv. T-May 13-20-27

Filed July 6, 1970
Cumberland, Md. July 2, 1970
This is to Certify, That the annexed Notice of Tax Collector's Report of Sale #258 "James H. Lease"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

May 13-20-27, 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Harold E. Naughton*

LIBER 129 PAGE 128

Gen. 117 IM 7-65

TAX YEAR 1966-69 ALLEGANY COUNTY CENTRAL TAX OFFICE REAL ESTATE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

TAX PAYER'S COPY NO. 1

NOTICE
 According to Section 80 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

UNIT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
		1.33	50	ADRE 18

ALLEGANY COUNTY CENTRAL TAX OFFICE

- 01 - LAMPAE SANITARY
- 02 - LAMPAE FIRE TAX
- 03 - CRESAPOTOWN WATER
- 04 - CRESAPOTOWN SANITARY
- 05 - BOWLING GREEN SANITARY
- 06 - ELLENBIE
- 07 - POTOMAC PARK
- 08 - BOWLING GREEN SANITARY
- 09 - ELLENBIE
- 10 - WET SARAGE
- 11 - BEL AIR OR MC COOLE
- 12 - BRADDOCK RUN SANITARY

Patrick Cronin
 & J. D. Hawkins
 109 S. Lee Street
 Cumberland, Maryland 21502

Lot 90x200 Paradise Road
 1h4 - 2/70

DELINQUENT
 #259 Tax Sale
 TAX COLLECTOR'S EXHIBIT No. 1.
 Filed May 8, 1970

TAX YEAR 1967-68 ALLEGANY COUNTY CENTRAL TAX OFFICE REAL ESTATE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

TAX PAYER'S COPY NO. 1

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
			.17	.09	2.48	1.24			1.33	50	ADRE 18

- 01 - LAMPAE SANITARY
- 02 - LAMPAE FIRE TAX
- 03 - CRESAPOTOWN WATER
- 04 - CRESAPOTOWN SANITARY
- 05 - BOWLING GREEN SANITARY
- 06 - ELLENBIE
- 07 - POTOMAC PARK
- 08 - BOWLING GREEN SANITARY
- 09 - ELLENBIE
- 10 - WET SARAGE
- 11 - BEL AIR OR MC COOLE
- 12 - BRADDOCK RUN SANITARY

Patrick Cronin
 & J. D. Hawkins
 109 S. Lee Street
 Cumberland, Maryland 21502

Lot 90x200 Paradise Road
 1h3 - 2/70

DELINQUENT
 #259 Tax Sale
 Filed May 8, 1970

TAX YEAR 1966-67 ALLEGANY COUNTY CENTRAL TAX OFFICE REAL ESTATE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501

TAX COLLECTOR'S COPY NO. 2

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
			.15	.08	2.48	1.24			1.32	50	ADRE 18

- 01 - LAMPAE SANITARY
- 02 - LAMPAE FIRE TAX
- 03 - CRESAPOTOWN WATER
- 04 - CRESAPOTOWN SANITARY
- 05 - BOWLING GREEN SANITARY
- 06 - ELLENBIE
- 07 - POTOMAC PARK
- 08 - BOWLING GREEN SANITARY
- 09 - ELLENBIE
- 10 - WET SARAGE
- 11 - BEL AIR OR MC COOLE
- 12 - BRADDOCK RUN SANITARY

Patrick Cronin
 & J. D. Hawkins
 109 S. Lee Street
 Cumberland, Maryland 21502

Lot Paradise Road 90x200
 1h2 - 2/70

DELINQUENT
 #259 Tax Sale
 TAX COLLECTOR'S EXHIBIT No. 1.
 Filed May 8, 1970

TAX YEAR 1966-67 ALLEGANY COUNTY CENTRAL TAX OFFICE REAL ESTATE
 P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501

TAX PAYER'S COPY NO. 1

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
			.15	.08	2.48	1.24			1.32	50	ADRE 18

- 01 - LAMPAE SANITARY
- 02 - LAMPAE FIRE TAX
- 03 - CRESAPOTOWN WATER
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- 05 - BOWLING GREEN SANITARY
- 06 - ELLENBIE
- 07 - POTOMAC PARK
- 08 - BOWLING GREEN SANITARY
- 09 - ELLENBIE
- 10 - WET SARAGE
- 11 - BEL AIR OR MC COOLE
- 12 - BRADDOCK RUN SANITARY

Patrick Cronin
 & J. D. Hawkins
 109 S. Lee Street
 Cumberland, Maryland 21502

Lot Paradise Road 90x200
 1h2 - 2/70

DELINQUENT
 Served on him at 2:15 P.M. on April 6th, 1970.
 FRANCIS G. PHILPOT, Tax Collector
 Allegany County Central Tax
 Francis G. Philpot, Collector
 #259 Tax Sale
 TAX COLLECTOR'S EXHIBIT No. 2.
 Filed May 8, 1970

TAX YEAR 1967-68 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX COLLECTORS COPY NO. 2

DELINQUENT USER 129 PAGE 113

Served on him or her of 2:15 A. M. P. M.

Patrick Cronan
2 J. S. Hawkins
107 S. Lee Street
Cumberland, Maryland 21502

Francis G. Philpot, Tax Collector
Allegany County Central Tax Office

4259 3rd Ave
Filed May 8, 1970

READ YOUR TAX BILL. IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

SPECIAL TAXES		STATE TAX		COUNTY TAX		PAY JULY NEW TOTAL IF PAYING IN JULY		GROSS TAX		ASSESSMENT		REFERENCE DIST. FOLIO NO.	
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NEW TOTAL	GROSS TAX	ASSESSMENT	DIST.	FOLIO NO.	
1.13	1.00	1.00	1.00	1.00	1.00	1.00		1.13	50	AD 15			

SPECIAL TAX CODES PER 1968 ASSESSMENT
41 - LAND TAX
42 - CEMENTATION TAX
43 - CEMENTATION TAX
44 - HIGHWAY TAX
45 - BURNING OIL TAX
46 - BURNING OIL TAX
47 - BURNING OIL TAX
48 - BURNING OIL TAX
49 - BURNING OIL TAX
50 - BURNING OIL TAX
51 - BURNING OIL TAX

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX COLLECTORS COPY NO. 2

DELINQUENT

Served on him or her of 2:15 A. M. P. M.

Patrick Cronan
2 J. S. Hawkins
107 S. Lee Street
Cumberland, Maryland 21502

Francis G. Philpot, Tax Collector
Allegany County Central Tax Office

4259 3rd Ave
Filed May 8, 1970

READ YOUR TAX BILL. IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

SPECIAL TAXES		STATE TAX		COUNTY TAX		PAY JULY NEW TOTAL IF PAYING IN JULY		GROSS TAX		ASSESSMENT		REFERENCE DIST. FOLIO NO.	
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NEW TOTAL	GROSS TAX	ASSESSMENT	DIST.	FOLIO NO.	
1.13	1.00	1.00	1.00	1.00	1.00	1.00		1.13	50	AD 15			

SPECIAL TAX CODES PER 1968 ASSESSMENT
41 - LAND TAX
42 - CEMENTATION TAX
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45 - BURNING OIL TAX
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47 - BURNING OIL TAX
48 - BURNING OIL TAX
49 - BURNING OIL TAX
50 - BURNING OIL TAX
51 - BURNING OIL TAX

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES 129 PAGE 113

The taxes upon the property hereinafter referred to being due and unpaid upon January 1, 1969 I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 6th day of April 1970 entered in, made known my intention, levied upon and seized the following:

Real Property.
All that parcel of land or lot situate in Election District Number 15 Allegany County, Maryland, and being a lot of land 87 feet by 210 feet, more or less, situate on a thirty (30) foot road in the Paradise section, in or near the Town of
Midland, in Allegany County, Maryland, conveyed ~~to~~ Mary E. Cronan

By deed ~~of~~ John Henry Craze and Rebecca Craze, his wife,
dated the 12th day of February 1898, and recorded among the Land ~~and~~ WRE Records of Allegany County in ~~Deed~~ WRE Liber 83 Folio 14, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Mary E. Cronan and notice of this levy was ~~posted~~ posted on the property ~~and~~ and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

TAX COLLECTOR'S EXHIBIT No. 2.
Filed May 8, 1970

FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S SALE

Valuable lot or parcel of land situate in the Paradise section of Midland, in Election District No. 15, Allegany County, State of Maryland.

Under and by virtue of the Laws of the State of Maryland, I have seized and levied upon for the collection of the State of Maryland and Allegany County taxes due thereon for the years 1967, 1967 and 1967, and will on Tuesday, May 10, 1970 at 10:30 O'Clock A. M. at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder.

All that lot or parcel of ground, being a lot of land 87 feet by 210 feet, more or less, located on the southeasterly side of a thirty (30) foot road in the Paradise section, in or near the Town of Midland, in Election District No. 15, Allegany County, State of Maryland, it being part of the same property conveyed to Mary E. Cronan by deed of John Henry Craze and Rebecca Craze, his wife, dated the 12th day of February, 1898, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 83, Folio No. 14, which is described as follows that is to say: Beginning at the North East corner of James Craze's lot at a stone, and running along what is known as the thirty foot road, North sixty degrees East two hundred and twenty-seven feet (227) thence South forty eight and three degrees (48 3/4) East along the said road to John O'Brien, corner two hundred and nine feet (209) thence South forty one and one quarter degrees (41 1/4) East two hundred and ten feet (210) thence South forty eight and three quarters degrees (48 3/4) West two hundred and nine feet (209) thence South sixty degrees (60) West two hundred and seventy four feet (274) to the line of the said lot of James Craze and with it North twenty nine and a quarter degrees (29 1/4) West two hundred and nine feet (209) to the place of beginning. Excepting, however, from the above described property, those lots and parcels of land which were conveyed herefrom in the following deeds:—(1) Deed from Mary E. Cronan and Patrick Cronan, her husband, to William Carty and Elizabeth Carty, his wife, dated the 16th day of August, 1969, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 87, Folio 79; (2) Deed from Mary E. Cronan and Patrick Cronan, her husband, to Margaret Doherty, dated the 20th day of March, 1962, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 90, Folio 232; (3) Deed from Mary E. Cronan and Patrick Cronan, her husband, et al. to J. J. Mathis, dated the twenty eighth day of July, 1962, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 82, Folio 8. Special reference is hereby made to said deeds for a more particular description to the said property. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Mary E. Cronan. Said property is unimproved.

Allegany County Central Tax Office
Francis G. Philpot, Tax Collector
Ad. 7-April 30

Filed May 8, 1970 Cumberland, Md. April 10, 1970

This is to Certify, That the annexed 15 page sale notice was published in The Cumberland Times, a newspaper printed in the City of Cumberland, on the following dates: April 30, 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By Imagined

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				DELINQUENT COPY NO. 3	
DELINQUENT							
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
SPECIAL TAXES		STATE TAX		COUNTY TAX		GROSS TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL
		.17	.26	2.88	3.72		3.95
SPECIAL TAX CODES PER \$100 ASSESSMENT		40 - LAVALLE SANITARY		41 - LAVALLE FIRE TAX		42 - CRESAPTON WATER	
43 - CRESAPTON SANITARY		44 - POTOMAC PARK		45 - BOWLING GREEN SANITARY		46 - ELLERSLIE	
47 - MC CORMACK		48 - BRADDOCK ROAD SANITARY		49 - MC CORMACK		50 - RECORD ROAD SANITARY	
Edmund B. Smith 2 Minnie M. Middleton 707 Lincoln Street Cumberland Md 21502		M-19-131 133-297 Lot 100-Blk C Cell City 25x100 Howard St		#260 Top Sale Filed May 18, 1970 TAX COLLECTOR'S EXHIBIT No. 1.		READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR	

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				TAX PAYER'S COPY NO. 1	
DELINQUENT							
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
SPECIAL TAXES		STATE TAX		COUNTY TAX		GROSS TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL
		.17	.26	2.88	3.72		3.98
SPECIAL TAX CODES PER \$100 ASSESSMENT		40 - LAVALLE SANITARY		41 - LAVALLE FIRE TAX		42 - CRESAPTON WATER	
43 - CRESAPTON SANITARY		44 - POTOMAC PARK		45 - BOWLING GREEN SANITARY		46 - ELLERSLIE	
47 - MC CORMACK		48 - BRADDOCK ROAD SANITARY		49 - MC CORMACK		50 - RECORD ROAD SANITARY	
Edmund B. Smith 2 Minnie M. Middleton 707 Lincoln Street Cumberland Md 21502		M-19-131 133-297 Lot 100-Blk C Cell City 25x100 Howard St		#260 Top Sale Filed May 18, 1970		READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR	

TAX YEAR 1966-67 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501				TAX PAYER'S COPY NO. 1	
DELINQUENT							
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
SPECIAL TAXES		STATE TAX		COUNTY TAX		GROSS TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL
		.15	.21	2.88	3.72		3.95
SPECIAL TAX CODES PER \$100 ASSESSMENT		40 - LAVALLE SANITARY		41 - LAVALLE FIRE TAX		42 - CRESAPTON WATER	
43 - CRESAPTON SANITARY		44 - POTOMAC PARK		45 - BOWLING GREEN SANITARY		46 - ELLERSLIE	
47 - MC CORMACK		48 - BRADDOCK ROAD SANITARY		49 - MC CORMACK		50 - RECORD ROAD SANITARY	
Edmund B. Smith 2 Minnie M. Middleton 707 Lincoln Street Cumberland Md 21502		M-19-131 133-297 Lot 100-Blk C Cell City Howard St 25x100		Served on the the property at 2:00 P.M. on April 17th, 1970 Francis G. Philpot, Tax Collector Allegany County Central Tax Office Francis G. Philpot, Deputy Collector #260 Top Sale Filed May 18, 1970 TAX COLLECTOR'S EXHIBIT No. 2.		READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR	

TAX YEAR 1967-68 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				TAX PAYER'S COPY NO. 1	
DELINQUENT							
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
SPECIAL TAXES		STATE TAX		COUNTY TAX		GROSS TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL
		.17	.26	2.88	3.72		3.98
SPECIAL TAX CODES PER \$100 ASSESSMENT		40 - LAVALLE SANITARY		41 - LAVALLE FIRE TAX		42 - CRESAPTON WATER	
43 - CRESAPTON SANITARY		44 - POTOMAC PARK		45 - BOWLING GREEN SANITARY		46 - ELLERSLIE	
47 - MC CORMACK		48 - BRADDOCK ROAD SANITARY		49 - MC CORMACK		50 - RECORD ROAD SANITARY	
Edmund B. Smith Minnie M. Middleton 707 Lincoln St Cumberland Md 21502		M-19-131 133-297 Lot 100-Blk C Cell City 25x100 Howard St		#260 Top Sale Filed May 18, 1970		READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR	

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES July LIBER 129 PAGE 124

The taxes upon the property hereinafter referred to being due and unpaid upon ~~March 1, 19 69~~ July 1, 19 70, I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 17th day of April 19 70, entered in, made known my intention, levied upon and seized the following

Real Property.
~~Block~~
 All that parcel of land or lot situate in Election District Number 7 Allegany County, Maryland, and being known and designated as Lot No. 100 in Section 08 of Bell City Addition to Crosspoint, it being a lot of land 25 feet by 100 feet, more or less, on the east side of Howard Street, in Crosspoint, Allegany County, Maryland, conveyed, ~~as set forth in deed~~ to ~~Edmund B. Smith~~

By deed recorded of Jacob Cross
 Dated the 26th Day of May, 19 30, and recorded among the Land ~~and~~ Records of Allegany County in Deed ~~and~~ Liber 133, Folio 297, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of ~~Heirs of Edmund B. Smith~~ and notice of this levy was ~~made~~ posted on the property ~~as set forth in deed~~ and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

TAX COLLECTOR'S EXHIBIT No. 2. FRANCIS G. PHILPOT, Tax Collector
 Allegany County Tax Office—Allegany County, Maryland
#260 July Sale Filed May 18, 1970

TAX COLLECTOR'S SALE
 Valuable lot or parcel of land situate on the east side of Howard Street, in the village of Crosspoint, in Election District No. 7, Allegany County, State of Maryland.
 Under and by virtue of the Laws of the State of Maryland, I have seized and levied upon for the collection of the State of Maryland and Allegany County taxes due thereon for the years 1968, 1969 and 1970, and will on Tuesday, May 19th, 1970, at 9:00 O'Clock A. M., at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, State of Maryland, proceed to sell by Public Auction, for CASH in the highest bidder.
 All that lot or parcel of ground situate in Crosspoint City, Allegany County, Maryland, known and designated as Lot No. 100 in Section 08, on the east side of said Addition, a Part of which Addition, with the description of said lot, is recorded in Liber L. S. 129, Folio 1, etc., one of the land records of Allegany County, Maryland, being a lot of land 25 feet by 100 feet, more or less, located on the east side of Howard Street, in the village of Crosspoint, in Election District No. 7, Allegany County, Maryland, and described as follows: to-wit: beginning at a peg on the East Side of Howard Street, at the end of the first line of lot No. 98 and running thence with said street North 2 degrees West 25 feet to the South side of Fourth Avenue and with said Avenue North 82 degrees East 100 feet to an alley and with said alley South 8 degrees East 25 feet to the end of the second line of lot No. 99 and with said line reversed South 81 degrees West 100 feet to the westward. It being part of the same property conveyed to Edmund B. Smith by deed of Jacob Cross, dated the 26th day of May, 1930, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 133, Folio 297. Special reference is hereby made to said deed for a more particular description to the aforesaid property. The said Edmund B. Smith died on March 11th, 1968, intestate, and 1/10 of said property is now vested in the Known and Unknown Heirs of Edmund B. Smith. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Edmund B. Smith. Said property is unimproved.
 Allegany County Central Tax Office
 Francis G. Philpot, Tax Collector
 Adv. T—April 28

Filed May 18, 1970
 Cumberland, Md. May 22 19 70
 This is to Certify, That the annexed Notice of Tax Collector's Sale

of ~~Edmund B. Smith Property~~
 was published in The Cumberland TIMES, a newspaper printed in the City of Cumberland, on the following dates:

April 20 19 70

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Imogene M. Harbinger

TAX COLLECTOR'S EXHIBIT No. 3.

Gen. 317 IM 2-65

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
 Francis G. Philpot, Tax Collector, vs. Known and Unknown Heirs of Edmund B. Smith, No. 260 Tax Sales, in the Circuit Court for Allegany County, Maryland.
 Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 7, and particularly described in a deed from Jacob Cross to Edmund B. Smith, dated the 26th day of May, 1930, and recorded in Liber No. 133, Folio 297, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon the 18th day of May, 1970, by the Circuit Court for Allegany County, Maryland, adjourned and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 15th day of June, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 1st day of July, 1970, to show cause, if any they have why said sale should not be affirmed and confirmed. The report states that the amount of sale to be \$162.25.
 Harold E. Neughton
 Associate Judge
 True Copy:
 Test: L. Fred Dean
 Clerk
 Adv.—T—May 22—29—June 1

Filed July 6, 1970 Cumberland, Md. July 2 19 70

This is to Certify, That the annexed Notice of Tax Collector's Report of Sale # 260, "Edmund B. Smith" was published in The Cumberland TIMES, a newspaper printed in the City of Cumberland, on the following dates:

May 22-29-June 5 19 70

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Imogene M. Harbinger

LIBER 129 PAGE 124

Gen. 317 IM 2-65

TAX YEAR 1968-69 ALLEGANY COUNTY CENTRAL TAX OFFICE REAL ESTATE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

DELINQUENT COPY NO. 3

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

ROBERT C. MCARDAM HEIRS
2501 14TH ST N W
WASHINGTON D C 20009

6-24-121
107 100 GREENE ST
NEEDS ADDN

25X130

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	ASSESSMENT	REFERENCE DIST. FOLIO NO.
5.14	5.39			
DELINQUENT				
LBER 129 PAGE 125				
FEE .50				
TOTAL PAID				

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

#261 Sub Sale
Filed June 2, 1970

TAX YEAR 1965-66 ALLEGANY COUNTY CENTRAL TAX OFFICE REAL ESTATE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501

DELINQUENT COPY NO. 3

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

ROBERT C. MCARDAM HEIRS
2501 14TH ST N W
WASHINGTON D C 20009

6-24-121
107 100 GREENE ST
NEEDS ADDN

25X130

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	ASSESSMENT	REFERENCE DIST. FOLIO NO.
4.25	4.26			
DELINQUENT				
LBER 129 PAGE 125				
FEE .50				
TOTAL PAID				

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

#261 Sub Sale
Filed June 2, 1970

TAX OFFICE DELINQUENT COPY NO. 3
RLAND, MD. 21501

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

ROBERT C. MCARDAM HEIRS
2501 14TH ST N W
WASHINGTON D C

6-24-121
107 100 GREENE ST
NEEDS ADDN

25X130

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	ASSESSMENT	REFERENCE DIST. FOLIO NO.
5.14	5.39			
DELINQUENT				
LBER 129 PAGE 125				
FEE .50				
TOTAL PAID				

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

Filed June 2, 1970

TAX YEAR 1965-66 ALLEGANY COUNTY CENTRAL TAX OFFICE REAL ESTATE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501

FILE COPY NO. 4

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

ROBERT C. MCARDAM HEIRS
2501 14TH ST N W
WASHINGTON D C

6-24-121
107 100 GREENE ST
NEEDS ADDN

25X130

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	ASSESSMENT	REFERENCE DIST. FOLIO NO.
4.25	4.26			
DELINQUENT				
LBER 129 PAGE 125				
FEE .50				
TOTAL PAID				

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

Filed June 2, 1970

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX PAYERS COPY NO. 1

PREVIOUS YEAR TAXES DUE AS OF MAY 1 **DELINQUENT**

Served on him or her at 2:30 P.M. on April 23rd, 1970

SPECIAL TAXES	STATE TAX	COUNTY TAX	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
.17	.35	2.48		5.08	5.43	205	6, 1,911

By Francis G. Philpot, Collector
Deputy Francis G. Philpot, Collector

261 1/2 Sale Filed June 2, 1970

TAX COLLECTOR'S EXHIBIT No. 2.

TAX YEAR 1966-67 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501 TAX COLLECTORS COPY NO. 2

DELINQUENT MER 129 PAGE 129

Served on him or her at 2:30 P.M. on April 23rd, 1970

SPECIAL TAXES	STATE TAX	COUNTY TAX	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
.15	.31	2.10		5.39	5.39	205	6, 1,911

By Francis G. Philpot, Collector
Deputy Francis G. Philpot, Collector

261 1/2 Sale Filed June 2, 1970

TAX COLLECTOR'S EXHIBIT No. 2.

TAX YEAR 1967-68 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX COLLECTORS COPY NO. 2

DELINQUENT

Served on him or her at 2:30 P.M. on April 23rd, 1970

SPECIAL TAXES	STATE TAX	COUNTY TAX	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
.17	.35	2.48		5.08	5.43	205	6, 1,911

By Francis G. Philpot, Collector
Deputy Francis G. Philpot, Collector

261 1/2 Sale Filed June 2, 1970

TAX COLLECTOR'S EXHIBIT No. 2.

TAX YEAR 1965-66 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501 TAX COLLECTORS COPY NO. 2

DELINQUENT

Served on him or her at 2:30 P.M. on April 23rd, 1970

SPECIAL TAXES	STATE TAX	COUNTY TAX	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
.18	.37	2.25		5.40	5.40	205	6, 1,911

By Francis G. Philpot, Collector
Deputy Francis G. Philpot, Collector

261 1/2 Sale Filed June 2, 1970

TAX COLLECTOR'S EXHIBIT No. 2.

Francis G. Philpot, Tax Collector,
vs.
James G. Allen.

LIBER 129 PAGE 131

262 Tax Sales

in the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

Filed June 18, 1970

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1967 and 1968, respectively shows:

1. That prior to and on the 1st day of July, 1969, there was due by James G. Allen

the owner of a lot, piece or parcel of ground, being a lot of land 52.7 feet by 11.9 feet, more or less, situate on the northerly side of King Street, (now called Kingsley Place), in the City of Cumberland, in Election District No. 22, Allegany County, State of Maryland,

in Allegany County, in the State of Maryland, the sum of \$ 51.11 for State and County taxes for the years 1967 and 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1."

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said James G. Allen within the time

required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said James G. Allen

was assessed,

together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 21th day of October, 1969, he caused a copy of each of said tax bills to be served upon said James G. Allen

in the following manner, as provided by the Acts of Assembly aforesaid: By mailing a copy of each said tax bill to the said James G. Allen, P.O. Box 86, Cumberland, Maryland, 21502

by leaving a copy of the same at the residence of the said James G. Allen, Cumberland, Maryland, 21502

by leaving a copy of the same at the residence of the said James G. Allen, Cumberland, Maryland, 21502

by leaving a copy of the same at the residence of the said James G. Allen, Cumberland, Maryland, 21502

by leaving a copy of the same at the residence of the said James G. Allen, Cumberland, Maryland, 21502

by leaving a copy of the same at the residence of the said James G. Allen, Cumberland, Maryland, 21502

3. That notwithstanding the service of said notice, the said James G. Allen failed and refused to pay

said taxes within said sixty-day period, and that thereafter, to wit, on the 21th day of April, 1970, said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at the rear of Cecelia Street on the northerly side of Kingsley Place,

in Allegany County, State of Maryland, in Election District No. 22, for the payment of said State and County taxes, interest and costs. Said real estate being the same property which was conveyed to the said James G. Allen and Jennie M. Allen, his mother,

by deed dated the 4th day of April, 1939, and recorded in Liber No. 153, folio 153, one of the Land Records of Allegany County, Maryland; reference to which is hereby

especially made for a particular description of said property. Said parcel of real estate has located thereon the following improvements:

A two (2) story, five (5) room, framed dwelling, which is in a dilapidated condition.

that at the time of said levy said property was vacant and unoccupied, the said James G. Allen non-resident of said Collection District and a copy of

the aforesaid tax bills and notice of levy were set up upon the premises; that at the time of said levy said property was occupied by one

with whom was left the Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2"

4. That thereafter, to wit, on the 18th day of May, 1970, the said taxes still remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the Cumberland Times, a daily newspaper published in Allegany County, Maryland, and also by notice posted at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday the 9th day of June, 1970, at 9:00 o'clock A. M. at the Allegany Court House

door, in Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate levied upon by him, a copy of which advertisement together with the Certificate of the publication of the same are herewith filed, as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3"

5. That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: all that lot, piece or parcel of ground, being a lot of land 11.9 feet by 52.7 feet, more or less, located on the northerly side of Kingsley Place, in the City of Cumberland, in Election District No. 22, Allegany County, State of Maryland.

LIBER 129 PAGE 132

and after cried said sale for a reasonable length of time, he did then and there sell at public auction the real estate herein described for the sum of \$ 174.61

cash to Allegany County Commissioners, of Allegany County, State of Maryland.

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed.

And as in duty bound, etc.

Francis G. Philpot
FRANCIS G. PHILPOT
Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of June, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

Witness my hand and Notarial Seal.

W. J. Keady
Notary Public

NOTICE OF TAX COLLECTOR'S REPORT OF SALE

FRANCIS G. PHILPOT, Tax Collector
vs.
James G. Allen.

No. 262 Tax Sales
In the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

Filed June 18, 1970

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 22, and particularly described in a deed from The Liberty Trust Company, Cumberland, Maryland, a Maryland corporation,

Jennie M. Allen and James G. Allen, her son,

dated the 4th day of April, 1939,

and recorded in Liber No. 153, folio 153, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 18th day of June, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Allegany County, Maryland, before the 20th day of July,

1970, commanding all persons interested in said property to be and appear in this Court on or before the 18th day of August, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$ 174.61

FINAL ORDER

The proceedings in the foregoing cause having been read and considered, it is thereupon this 17th day of June, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause.

Harold E. Naughton
Filed August 6, 1970

TAX COLLECTOR'S REPORT OF SALE
— AFFIDAVIT — ORDER NISI —
AND FINAL ORDER

James G. Allen,

vs.

FRANCIS G. PHILPOT
Tax Collector

No. 262 Tax Sales
IN THE CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

No Exceptions filed
No Cause shown
Filed Aug 5, 1970
W. J. Keady

TAX YEAR 1967-68 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 DELINQUENT COPY NO. 3

NOTICE

According to Section 87 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, COMPLETE DISCOUNT OR INTEREST CORRECTLY, AND BE PREPARED TO STATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.
JULY NET TOTAL	GROSS TAX	ASSESSMENT REFERENCE DIST. FOLIO NO.
129	25.57	965 22 20
TOTAL PAID		INTEREST
25.57		22 20

DELINQUENT #262 Tax Sale
TAX COLLECTOR'S EXHIBIT No. 1.
Filed June 18, 1970

James G. Allen
P. O. Box 86,
Cumberland Md. 21502

509 Woodside Ave Lot 41.9x36 D 750

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX PAYER'S COPY NO. 1

DELINQUENT

LIBER 129 PAGE 133

Served on him or her on April 24th 1970 at 3:10 P.M. The Property

SPECIAL TAXES			STATE TAX			COUNTY TAX			PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, COMPLETE DISCOUNT OR INTEREST CORRECTLY, AND BE PREPARED TO STATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.
RATES CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	
.17	1.64	2.48	25.57				25.57	25.57	965	22 20	

READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

James G. Allen
P. O. Box 86,
Cumberland Md 21502

Francis G. Philpot, Tax Collector
Allegany County Central Tax Office
By J. G. Smith
Francis G. Philpot, Collector #262 Tax Sale
Filed June 18, 1970

509 Woodside Ave Lot 41.9x36 D 750

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 DELINQUENT COPY NO. 3

SPECIAL TAXES			STATE TAX			COUNTY TAX			PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, COMPLETE DISCOUNT OR INTEREST CORRECTLY, AND BE PREPARED TO STATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.
RATES CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	
.17	1.64	2.48	25.57				25.57	25.57	965	22 20	

DELINQUENT #262 Tax Sale
TAX COLLECTOR'S EXHIBIT No. 1.
Filed June 18, 1970

James G. Allen
P. O. Box 86,
Cumberland Md. 21502

509 Woodside Ave Lot 41.9x36 D 750

TAX YEAR 1967-68 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502 TAX PAYER'S COPY NO. 1

SPECIAL TAXES			STATE TAX			COUNTY TAX			PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, COMPLETE DISCOUNT OR INTEREST CORRECTLY, AND BE PREPARED TO STATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.
RATES CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	
.17	1.64	2.48	23.93				25.57	25.57	965	22 20	

DELINQUENT #262 Tax Sale
Filed June 18, 1970

James G. Allen
P. O. Box 86
Cumberland Md 21502

509 Woodside Ave Lot 36 D 750

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES 129 PAGE 135

The taxes upon the property hereinafter referred to being due and unpaid upon ~~March 1, 19~~ ^{July} ~~1969~~ ¹⁹⁷⁰, I have caused to be made in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 4th day of April 1970, entered in, made known my intention, levied upon and seized the following

Real Property.

All that parcel of land or lot situate in Election District Number 22 Allegany County, Maryland, and being a lot of land 41.2 feet by 26.1 feet, more or less, situate on the northerly side of King Street, now called Kingsley Place, said property is also known as No. 509 Woodside Avenue, Cumberland, in Allegany County, Maryland, conveyed by deed to James M. Allen and James G. Allen, his son,

the interest of The Liberty Trust Company, Cumberland, Maryland, a corporation duly incorporated under the laws of the State of Maryland, dated the 4th day of April, 1939, and recorded among the Land and Deeds Records of Allegany County in Deed Liber 183, Folio 153, for the payment of taxes, interest and costs thereon.

Said property is now in possession of James G. Allen, and notice of this sale was given by posting on the property.

Francis G. Philpot, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S SALE
Valuable lot or parcel of land situate on the northerly side of Kingsley Place in the City of Cumberland, in Election District No. 22, Allegany County, Maryland.
Under and by virtue of the Laws of the State of Maryland, I have seized and levied upon for the collection of the taxes due thereon for the years 1967 and 1968, and will on Tuesday, June 15, 1970, at 10 o'clock A. M. at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder.
All that lot, piece or parcel of ground, located on the northerly side of Kingsley Place, in the City of Cumberland, in Election District No. 22, Allegany County, Maryland, and described as follows: Beginning at a lone post on the second line of the whole lot conveyed to Mary E. McCormick by deed of Anna E. Ward dated the 7th day of April, 1939, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 184, folio 98, and said lot bearing north 17°00' East 82.8 feet from the southwest corner at the end of the concrete sidewalk remaining there South 15°30' East 22.7 feet to a corner fence post on the northerly side of King Street and at the end of the said second line, thence with King Street North 84°30' West 45.8 feet to a stake 12.4 feet measured along King Street from a stake standing at the southwest corner of a lot conveyed by Mary E. McCormick to William Bow, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 117, folio 302, thence leaving King Street North 17°00' East 26.1 feet to a stake bearing South 73°23' West 18.8 feet from the southwest corner of the new masonry of three adjoining and contiguous buildings thence North 73°23' East 40.8 feet to the beginning King Street, referred to in this description is now known as Kingsley Place. It being the same property conveyed to James M. Allen and James G. Allen, his son, by deed of The Liberty Trust Company, Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, dated the 4th day of April, 1939, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 183, folio 153. Special reference is hereby made to said deed for a more particular description of the aforesaid property. The said James G. Allen is now deceased and by his Last Will and Testament dated the 15th day of January, 1964, and admitted to Probate May 12th, 1966, in the Orphans' Court of Allegany County, Maryland, and recorded among the Will Records in Liber 27, folio 228, devised to her son, James G. Allen, said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of James G. Allen.
Said property is improved with a two (2) story, five (5) room, frame dwelling, which is in a dilapidated condition.
Allegany County Central Tax Office
Francis G. Philpot, Tax Collector
Adj. T. May 18

No. 262 Tax Sale
Filed June 18, 1970
Cumberland, Md. June 15 1970
This is to Certify, That the annexed Tax Collector's Sale

"James G. Allen Property"
was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:
May 15 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By: *Joseph M. Hardinger*

TAX COLLECTOR'S EXHIBIT No. 3.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
Francis G. Philpot, Tax Collector vs. James G. Allen
No. 262 Tax Sale in The Circuit Court For Allegany County, Maryland.
Francis G. Philpot, Tax Collector, having made a report to this court of the sale of all that real estate in Election District No. 22, and particularly described in a deed from The Liberty Trust Company, Cumberland, Maryland, a Maryland corporation to James M. Allen and James G. Allen, his son, dated the 4th day of April, 1939, and recorded in Liber No. 183, folio 153, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 10th day of June, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 20th day of July, 1970, commencing all persons interested in said property to be and appear in this Court on or before the 20th day of August, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$1750.
HAROLD E. NAUGHTON
Associate Judge
True Copy Test:
L. Fred Dean, Clerk
Adj. T. June 22-29 July 6

Filed August 5, 1970
Cumberland, Md. August 4 1970
This is to Certify, That the annexed Notice of Tax Collector's Report of Sale #262, "James G. Allen" was published in The Cumberland TIMES, a newspaper printed in the City of Cumberland, on the following dates:
June 22-29-July 6 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By: *Joseph M. Hardinger*

LIBER 129 PAGE 132
No. 263 Tax Sales

Francis G. Philpot, Tax Collector,
vs.
W. Earle Cobey, Trustee, His Successors and Assigns, Known and Unknown and Persons Claiming By or Through Him as Trustee.

CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND
Filed June 30, 1970

TO THE HONORABLE, THE JUDGE OF SAID COURT:
The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1968, respectively shows:

1. That prior to and on the 1st day of July, 1969, there was due by W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown and persons claiming by or through him as Trustee, the amount of Taxes Nos. 25-41 and 231 in Section A, Cellulose Addition; Lots Nos. 4-24-32-33-34-59-88-89-101 and 177 in Section B, Cellulose City; and Lots Nos. 230-231-232 and 233 in Section C in Cellulose City; in or near the village of Cresaptown, in Election District No. 7, in Allegany County, in the State of Maryland, the sum of \$ 36.73 for State and County taxes for the years 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1."

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said W. Earle Cobey, Trustee, His Successors and Assigns, within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown, and persons claiming by or through him as Trustee, was assessed, together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 18th day of October, 1969, he caused a copy of each of said tax bills to be served upon said W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown, and persons claiming by or through him as Trustee, in the following manner, as provided by the Acts of Assembly aforesaid:

By mailing a copy of each said tax bill to the said W. Earle Cobey, Trustee, First Federal Building, Cumberland, Maryland, 21502;

By leaving a copy of each of said tax bills, in the person's absence, at the usual place of abode of the said W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown, and persons claiming by or through him as Trustee, at the time the said tax bills were delivered to the person to whom they were delivered;

By leaving a copy of each of said tax bills, in the person's absence, at the usual place of abode of the said W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown, and persons claiming by or through him as Trustee, at the time the said tax bills were delivered to the person to whom they were delivered;

2. That notwithstanding the service of said notice, the said W. Earle Cobey, Trustee, First Federal Building, Cumberland, Maryland, 21502 failed and refused to pay said taxes within said sixty-day period, and that thereafter, to wit, on the 21st day of May, 1970, said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at Cellulose City Addition, in or near Cresaptown, Allegany County, State of Maryland, in Election District No. 7, for the payment of said State and County taxes, interest and costs. Said real estate being the same property which was conveyed to the said W. Earle Cobey, Trustee, by deed dated the 26th day of October, 1938, and recorded in Liber No. 181, folio 643, one of the Land Records of Allegany County, Maryland; reference to which is hereby especially made for a particular description of said property. Said parcel of real estate has located thereon the following improvements: Unimproved.

That at the time of said levy a copy of said levy was delivered to the said W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown, and persons claiming by or through him as Trustee; that at the time of said levy said property was vacant and unoccupied, the said W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown, and persons claiming by or through him as Trustee, non-resident of said Collection District and a copy of the aforesaid tax bills and notice of levy were set up upon the premises:

That at the time of said levy a copy of said levy was delivered to the said W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown, and persons claiming by or through him as Trustee, with whom was left the amount of said taxes, interest and costs, and a copy of said levy, all of which will appear by reference to said Tax Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2."

4. That thereafter, to wit, on the 25th day of May, 1970, the said taxes remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the Tuesday Cumberland Times, a daily newspaper published in Allegany County, Maryland, and also by notice posted at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday the 16th day of June, 1970, at 9:00 o'clock A. M. at the Allegany Court House

LIBER 129 PAGE 133

door, in Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate levied upon by him, a copy of which advertisement together with the Certificate of Publication of the same are herewith filed, as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3."

5. That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: all those unimproved lots or parcels of land, known and designated on the Plats of Cellulose Addition as follows: Lots Nos. 25-41 and 231 of Section A of said Addition; Lots Nos. 4-28-32-33-34-59-88-89-101 and 177 of Section B of said Addition; Lots Nos. 230-231-232 and 233 of Section C of said Addition; located in or near the village of Cresaptown, in Election District No. 7, Allegany County, State of Maryland.

and after cried said sale for a reasonable length of time, he did then and there sell at public auction the real estate herein described for the sum of \$ 375.00
cash to John T. Mason and Harriet L. Mason, his wife, 312 Schley Street, Cumberland, Maryland.

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed.

And in duty bound, etc.
Francis G. Philpot
Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:
I HEREBY CERTIFY, that on this 27th day of June, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

Witness my hand and Notarial Seal.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE

FRANCIS G. PHILPOT, Tax Collector No. 263 Tax Sales

vs.
W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown and persons claiming by or through him as Trustee.

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 7, and particularly described in a deed from Robert M. King to W. Earle Cobey, Trustee, dated the 26th day of October, 1938,

and recorded in Liber No. 181, folio 643, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 27th day of June, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 31st day of July, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 27th day of August, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$ 375.00

FINAL ORDER

The proceedings in the foregoing cause having been read and considered, it is thereupon this 27th day of August, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause.

No. 263 Tax Sales

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

FRANCIS G. PHILPOT
Tax Collector

vs.

W. Earle Cobey, Trustee, His Successors and Assigns, known and unknown and persons claiming by or through him as Trustee.

TAX COLLECTOR'S REPORT OF SALE
— AFFIDAVIT — ORDER NISI —
AND FINAL ORDER

Mr. Clerk, Please File

Solicitor

**TAX YEAR 1968-69
REAL ESTATE**

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

SPECIAL TAXES			STATE TAX			COUNTY TAX			JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	INTEREST	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					DIST. FOLIO NO.
10.0	40	15	17	26	1.48	1.78	32	4.51	4.75	130	7	897	

SPECIAL TAX CODES PER 3100 ASSESSMENT

- 40 - LAVALE JANITARY
- 41 - LAVALE FIRE TAX
- 42 - CRESAP TOWN WATER
- 43 - CRESAP TOWN WATER
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BEL AIR
- 49 - BRADDOCK RUN SANITARY
- 50 - MC COOLE
- 51 - BEDFORD ROAD SANITARY

ROBERT W KING & W E COBY JR
187 FED BLDG
CUMBERLAND MD 21502

FEE .50

#263 Int Ball

TAX COLLECTOR'S EXHIBIT No. 1.
Filed June 30, 1970

DELINQUENT COPY NO. 3

DELINQUENT

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.
WHEN PAYING TAXES BY MAIL, COMPLETE ACCOUNT OF INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.

TOTAL PAID

**TAX YEAR 1968-69
REAL ESTATE**

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

SPECIAL TAXES			STATE TAX			COUNTY TAX			JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	INTEREST	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					DIST. FOLIO NO.
10.0	40	17	17	31	2.48	1.81	30	1.95	2.85	65	7	898	

SPECIAL TAX CODES PER 3100 ASSESSMENT

- 40 - LAVALE JANITARY
- 41 - LAVALE FIRE TAX
- 42 - CRESAP TOWN WATER
- 43 - CRESAP TOWN WATER
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BEL AIR
- 49 - BRADDOCK RUN SANITARY
- 50 - MC COOLE
- 51 - BEDFORD ROAD SANITARY

ROBERT W KING & W E COBY JR
187 FED BLDG
CUMBERLAND MD 21502

FEE .50

#263 Int Ball

TAX COLLECTOR'S EXHIBIT No. 1.
Filed June 30, 1970

DELINQUENT COPY NO. 3

DELINQUENT

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.
WHEN PAYING TAXES BY MAIL, COMPLETE ACCOUNT OF INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.

TOTAL PAID

**TAX YEAR 1968-69
REAL ESTATE**

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

SPECIAL TAXES			STATE TAX			COUNTY TAX			JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	INTEREST	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					DIST. FOLIO NO.
10.0	40	17	17	2.44	1.56	31	3.26	3.57	75	7	897		

SPECIAL TAX CODES PER 3100 ASSESSMENT

- 40 - LAVALE JANITARY
- 41 - LAVALE FIRE TAX
- 42 - CRESAP TOWN WATER
- 43 - CRESAP TOWN WATER
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BEL AIR
- 49 - BRADDOCK RUN SANITARY
- 50 - MC COOLE
- 51 - BEDFORD ROAD SANITARY

ROBERT W KING & W E COBY JR
187 FED BLDG
CUMBERLAND MD 21502

FEE .50

#263 Int Ball

M49-437
LOT 4 CRESAP ST SEC A
CELL CITY

DELINQUENT COPY NO. 3

DELINQUENT

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.
WHEN PAYING TAXES BY MAIL, COMPLETE ACCOUNT OF INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.

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TOTAL PAID

**TAX YEAR 1968-69
REAL ESTATE**

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

SPECIAL TAXES			STATE TAX			COUNTY TAX			JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	INTEREST	REFERENCE
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					DIST. FOLIO NO.
10.0	40	10	17	2.48	2.48	25	3.00	3.15	100	7	900		

SPECIAL TAX CODES PER 3100 ASSESSMENT

- 40 - LAVALE JANITARY
- 41 - LAVALE FIRE TAX
- 42 - CRESAP TOWN WATER
- 43 - CRESAP TOWN WATER
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BEL AIR
- 49 - BRADDOCK RUN SANITARY
- 50 - MC COOLE
- 51 - BEDFORD ROAD SANITARY

ROBERT W KING & W E COBY JR
187 FED BLDG
CUMBERLAND MD 21502

FEE .50

#263 Int Ball

M49-427
LOT 4 CRESAP ST SEC B 25X150.7
CELL CITY 147.7

DELINQUENT COPY NO. 3

DELINQUENT

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.
WHEN PAYING TAXES BY MAIL, COMPLETE ACCOUNT OF INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.

TOTAL PAID

TAX YEAR 1968-69 REAL ESTATE

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

DELINQUENT COPY NO. 3

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	INTEREST
RATES	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				
100	42	17	24	245	28	34	39	39	25
400	43	30							7
									901

SPECIAL TAX CODES PER \$100 ASSESSMENT

- 40 - LAVALE SANITARY
- 41 - LAVALE FIRE TAX
- 42 - CRESAPOTOWN WATER
- 43 - CRESAPOTOWN SANITARY
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BEL AIR
- 49 - BRADDOCK RUN SANITARY
- 50 - MCCOOLE
- 51 - SEAFORD ROAD SANITARY

LIBER 129 PAGE 144

FEE .50

#263 Int Sale

M49-427

187 FED BLDG CUMBERLAND MD 21502

107 24 1/2 BRADDOCK ST-SEC B CELL CITY

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TAX COLLECTOR'S EXHIBIT No. 1.

Filed June 30, 1970

TAX YEAR 1968-69 REAL ESTATE

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

DELINQUENT COPY NO. 3

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	INTEREST
RATES	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				
100	42	17	24	245	28	34	41	41	7
400	43	30							902

SPECIAL TAX CODES PER \$100 ASSESSMENT

- 40 - LAVALE SANITARY
- 41 - LAVALE FIRE TAX
- 42 - CRESAPOTOWN WATER
- 43 - CRESAPOTOWN SANITARY
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BEL AIR
- 49 - BRADDOCK RUN SANITARY
- 50 - MCCOOLE
- 51 - SEAFORD ROAD SANITARY

LIBER 129 PAGE 144

FEE .50

#263 Int Sale

M49-427

187 FED BLDG CUMBERLAND MD 21502

107 24 1/2 BRADDOCK ST-SEC B CELL CITY

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TAX COLLECTOR'S EXHIBIT No. 1.

Filed June 30, 1970

TAX YEAR 1968-69 REAL ESTATE

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

DELINQUENT COPY NO. 3

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	INTEREST
RATES	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				
100	42	17	24	245	28	34	41	41	7
400	43	30							902

SPECIAL TAX CODES PER \$100 ASSESSMENT

- 40 - LAVALE SANITARY
- 41 - LAVALE FIRE TAX
- 42 - CRESAPOTOWN WATER
- 43 - CRESAPOTOWN SANITARY
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BEL AIR
- 49 - BRADDOCK RUN SANITARY
- 50 - MCCOOLE
- 51 - SEAFORD ROAD SANITARY

LIBER 129 PAGE 144

FEE .50

#263 Int Sale

M49-427

187 FED BLDG CUMBERLAND MD 21502

107 24 1/2 BRADDOCK ST-SEC B CELL CITY

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TAX COLLECTOR'S EXHIBIT No. 1.

Filed June 30, 1970

TAX YEAR 1968-69 REAL ESTATE

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

DELINQUENT COPY NO. 3

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.

SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	INTEREST
RATES	AMOUNT	RATE	AMOUNT	RATE	AMOUNT				
100	42	17	24	245	28	34	41	41	7
400	43	30							902

SPECIAL TAX CODES PER \$100 ASSESSMENT

- 40 - LAVALE SANITARY
- 41 - LAVALE FIRE TAX
- 42 - CRESAPOTOWN WATER
- 43 - CRESAPOTOWN SANITARY
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BEL AIR
- 49 - BRADDOCK RUN SANITARY
- 50 - MCCOOLE
- 51 - SEAFORD ROAD SANITARY

LIBER 129 PAGE 144

FEE .50

#263 Int Sale

M49-427

187 FED BLDG CUMBERLAND MD 21502

107 24 1/2 BRADDOCK ST-SEC B CELL CITY

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

TAX COLLECTOR'S EXHIBIT No. 1.

Filed June 30, 1970

TAX YEAR 1968-69 REAL ESTATE

DISCOUNT ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES

JULY 5
AUG 4
SEPT 3

DELINQUENT COPY NO. 3

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

SPECIAL TAXES		STATE TAX		COUNTY TAX		IF PAYING IN JULY		GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST		REFERENCE			
RATE	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	DIST. FOLIO NO.	ASSESSMENT	DIST. FOLIO NO.		
1.00	42	25	27	29	2.48	1.24	27	1.21	1.38	50	7	903	50	7	903
<p>SPECIAL TAX CODES</p> <ul style="list-style-type: none"> 01 - LAND ASSESSMENT 02 - LAND SANITARY 03 - LAND FIRE TAX 04 - DESAPDOWN WATER 05 - DESAPDOWN SANITARY 06 - BOWENAC PARK 07 - SPAN WIL GREEN SANITARY 08 - SLEWELIE 09 - SLEWELIE 10 - SLEWELIE 11 - SLEWELIE 12 - SLEWELIE 13 - SLEWELIE 14 - SLEWELIE 15 - SLEWELIE 16 - SLEWELIE 17 - SLEWELIE 18 - SLEWELIE 19 - SLEWELIE 20 - SLEWELIE 21 - SLEWELIE 22 - SLEWELIE 23 - SLEWELIE 24 - SLEWELIE 25 - SLEWELIE 26 - SLEWELIE 27 - SLEWELIE 28 - SLEWELIE 29 - SLEWELIE 30 - SLEWELIE 31 - SLEWELIE 32 - SLEWELIE 33 - SLEWELIE 34 - SLEWELIE 35 - SLEWELIE 36 - SLEWELIE 37 - SLEWELIE 38 - SLEWELIE 39 - SLEWELIE 40 - SLEWELIE 41 - SLEWELIE 42 - SLEWELIE 43 - SLEWELIE 44 - SLEWELIE 45 - SLEWELIE 46 - SLEWELIE 47 - SLEWELIE 48 - SLEWELIE 49 - SLEWELIE 50 - SLEWELIE 															
<p>ROBERT E KING & W E COST TR. 7 1ST FED BLDG CUMBERLAND MD 21502</p> <p>LIBER 129 PAGE 143 FEE .50</p> <p>#263 Tax Sale Filed June 30, 1970</p> <p>M49-434</p> <p>DELINQUENT</p> <p>428</p> <p>LOT 177 258100 ALLEGANY ST-SEC B CELL CITY</p>															

TAX YEAR 1968-69 REAL ESTATE

DISCOUNT ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES

JULY 5
AUG 4
SEPT 3

DELINQUENT COPY NO. 3

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

SPECIAL TAXES		STATE TAX		COUNTY TAX		IF PAYING IN JULY		GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST		REFERENCE			
RATE	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	DIST. FOLIO NO.	ASSESSMENT	DIST. FOLIO NO.		
1.00	42	25	27	29	2.48	1.24	27	1.21	1.38	50	7	903	50	7	903
<p>SPECIAL TAX CODES</p> <ul style="list-style-type: none"> 01 - LAND ASSESSMENT 02 - LAND SANITARY 03 - LAND FIRE TAX 04 - DESAPDOWN WATER 05 - DESAPDOWN SANITARY 06 - BOWENAC PARK 07 - SPAN WIL GREEN SANITARY 08 - SLEWELIE 09 - SLEWELIE 10 - SLEWELIE 11 - SLEWELIE 12 - SLEWELIE 13 - SLEWELIE 14 - SLEWELIE 15 - SLEWELIE 16 - SLEWELIE 17 - SLEWELIE 18 - SLEWELIE 19 - SLEWELIE 20 - SLEWELIE 21 - SLEWELIE 22 - SLEWELIE 23 - SLEWELIE 24 - SLEWELIE 25 - SLEWELIE 26 - SLEWELIE 27 - SLEWELIE 28 - SLEWELIE 29 - SLEWELIE 30 - SLEWELIE 31 - SLEWELIE 32 - SLEWELIE 33 - SLEWELIE 34 - SLEWELIE 35 - SLEWELIE 36 - SLEWELIE 37 - SLEWELIE 38 - SLEWELIE 39 - SLEWELIE 40 - SLEWELIE 41 - SLEWELIE 42 - SLEWELIE 43 - SLEWELIE 44 - SLEWELIE 45 - SLEWELIE 46 - SLEWELIE 47 - SLEWELIE 48 - SLEWELIE 49 - SLEWELIE 50 - SLEWELIE 															
<p>ROBERT E KING & W E COST TR. 7 1ST FED BLDG CUMBERLAND MD 21502</p> <p>LIBER 129 PAGE 143 FEE .50</p> <p>#263 Tax Sale Filed June 30, 1970</p> <p>M49-434</p> <p>DELINQUENT</p> <p>428</p> <p>LOT 177 258100 ALLEGANY ST-SEC B CELL CITY</p>															

TAX YEAR 1968-69 REAL ESTATE

DISCOUNT ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES

JULY 5
AUG 4
SEPT 3

DELINQUENT COPY NO. 3

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

SPECIAL TAXES		STATE TAX		COUNTY TAX		IF PAYING IN JULY		GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST		REFERENCE			
RATE	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	DIST. FOLIO NO.	ASSESSMENT	DIST. FOLIO NO.		
1.00	42	25	27	29	2.48	1.24	27	1.21	1.38	50	7	903	50	7	903
<p>SPECIAL TAX CODES</p> <ul style="list-style-type: none"> 01 - LAND ASSESSMENT 02 - LAND SANITARY 03 - LAND FIRE TAX 04 - DESAPDOWN WATER 05 - DESAPDOWN SANITARY 06 - BOWENAC PARK 07 - SPAN WIL GREEN SANITARY 08 - SLEWELIE 09 - SLEWELIE 10 - SLEWELIE 11 - SLEWELIE 12 - SLEWELIE 13 - SLEWELIE 14 - SLEWELIE 15 - SLEWELIE 16 - SLEWELIE 17 - SLEWELIE 18 - SLEWELIE 19 - SLEWELIE 20 - SLEWELIE 21 - SLEWELIE 22 - SLEWELIE 23 - SLEWELIE 24 - SLEWELIE 25 - SLEWELIE 26 - SLEWELIE 27 - SLEWELIE 28 - SLEWELIE 29 - SLEWELIE 30 - SLEWELIE 31 - SLEWELIE 32 - SLEWELIE 33 - SLEWELIE 34 - SLEWELIE 35 - SLEWELIE 36 - SLEWELIE 37 - SLEWELIE 38 - SLEWELIE 39 - SLEWELIE 40 - SLEWELIE 41 - SLEWELIE 42 - SLEWELIE 43 - SLEWELIE 44 - SLEWELIE 45 - SLEWELIE 46 - SLEWELIE 47 - SLEWELIE 48 - SLEWELIE 49 - SLEWELIE 50 - SLEWELIE 															
<p>ROBERT E KING & W E COST TR. 7 1ST FED BLDG CUMBERLAND MD 21502</p> <p>LIBER 129 PAGE 143 FEE .50</p> <p>#263 Tax Sale Filed June 30, 1970</p> <p>M49-429</p> <p>DELINQUENT</p> <p>428</p> <p>LOT 177 258100 ALLEGANY ST-SEC B CELL CITY</p>															

TAX YEAR 1968-69 REAL ESTATE

DISCOUNT ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES

JULY 5
AUG 4
SEPT 3

DELINQUENT COPY NO. 4

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

SPECIAL TAXES		STATE TAX		COUNTY TAX		IF PAYING IN JULY		GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST		REFERENCE			
RATE	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	DIST. FOLIO NO.	ASSESSMENT	DIST. FOLIO NO.		
1.00	42	25	27	29	2.48	1.24	27	1.21	1.38	50	7	903	50	7	903
<p>SPECIAL TAX CODES</p> <ul style="list-style-type: none"> 01 - LAND ASSESSMENT 02 - LAND SANITARY 03 - LAND FIRE TAX 04 - DESAPDOWN WATER 05 - DESAPDOWN SANITARY 06 - BOWENAC PARK 07 - SPAN WIL GREEN SANITARY 08 - SLEWELIE 09 - SLEWELIE 10 - SLEWELIE 11 - SLEWELIE 12 - SLEWELIE 13 - SLEWELIE 14 - SLEWELIE 15 - SLEWELIE 16 - SLEWELIE 17 - SLEWELIE 18 - SLEWELIE 19 - SLEWELIE 20 - SLEWELIE 21 - SLEWELIE 22 - SLEWELIE 23 - SLEWELIE 24 - SLEWELIE 25 - SLEWELIE 26 - SLEWELIE 27 - SLEWELIE 28 - SLEWELIE 29 - SLEWELIE 30 - SLEWELIE 31 - SLEWELIE 32 - SLEWELIE 33 - SLEWELIE 34 - SLEWELIE 35 - SLEWELIE 36 - SLEWELIE 37 - SLEWELIE 38 - SLEWELIE 39 - SLEWELIE 40 - SLEWELIE 41 - SLEWELIE 42 - SLEWELIE 43 - SLEWELIE 44 - SLEWELIE 45 - SLEWELIE 46 - SLEWELIE 47 - SLEWELIE 48 - SLEWELIE 49 - SLEWELIE 50 - SLEWELIE 															
<p>ROBERT E KING & W E COST TR. 7 1ST FED BLDG CUMBERLAND MD 21502</p> <p>LIBER 129 PAGE 143 FEE .50</p> <p>#263 Tax Sale Filed June 30, 1970</p> <p>M49-437</p> <p>DELINQUENT</p> <p>428</p> <p>LOT 177 258100 ALLEGANY ST-SEC B CELL CITY</p>															

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

FILE COPY NO. 4

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG 4
SEPT 3

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
10.0	42	.27	.17	.11	2.48	1.41	.30	1.95	2.25	65	7, 698
40.0	43	.26									

SPECIAL TAX CODES PER \$100 ASSESSMENT:
40 - LAVALLE SANITARY
41 - LAVALLE FIRE TAX
42 - CRESAPTON WATER
43 - CRESAPTON SANITARY
44 - POTOMAC PARK
45 - BOWLING GREEN SANITARY
46 - ELLENBIE
47 - MT. SAVAGE
48 - BEL AIR
49 - BRADDOCK ROAD SANITARY
50 - MC COOLE
51 - SEOFORD ROAD SANITARY

ROBERT W KING & W E COBY TR
1ST FED BLDG
CUMBERLAND MD 21502

LIBER 129 PAGE 145

#263 Tax Sale
TAX COLLECTOR'S EXHIBIT No. 2.
Filed June 30, 1971

LOT 41 25X100 FOURTH AVE-SEC A
CELL CITY

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 15
IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE
MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

PAY JULY NET TOTAL IF PAYING IN JULY
PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

FILE COPY NO. 4

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG 4
SEPT 3

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
10.0	42	.30	.17	.17	2.48	2.48	.35	3.00	3.15	100	7, 800
40.0	43	.40									

SPECIAL TAX CODES PER \$100 ASSESSMENT:
40 - LAVALLE SANITARY
41 - LAVALLE FIRE TAX
42 - CRESAPTON WATER
43 - CRESAPTON SANITARY
44 - POTOMAC PARK
45 - BOWLING GREEN SANITARY
46 - ELLENBIE
47 - MT. SAVAGE
48 - BEL AIR
49 - BRADDOCK ROAD SANITARY
50 - MC COOLE
51 - SEOFORD ROAD SANITARY

ROBERT W KING & W E COBY TR
1ST FED BLDG
CUMBERLAND MD 21502

LIBER 129 PAGE 145

#263 Tax Sale
TAX COLLECTOR'S EXHIBIT No. 2.
Filed June 30, 1971

LOT 4 CRESAP ST SEC B 25X150.7
CELL CITY 147.7

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 15
IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE
MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

PAY JULY NET TOTAL IF PAYING IN JULY
PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

FILE COPY NO. 4

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG 4
SEPT 3

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
10.0	42	.06	.17	.15	2.48	1.26	.11	2.26	2.37	75	7, 901
40.0	43	.30									

SPECIAL TAX CODES PER \$100 ASSESSMENT:
40 - LAVALLE SANITARY
41 - LAVALLE FIRE TAX
42 - CRESAPTON WATER
43 - CRESAPTON SANITARY
44 - POTOMAC PARK
45 - BOWLING GREEN SANITARY
46 - ELLENBIE
47 - MT. SAVAGE
48 - BEL AIR
49 - BRADDOCK ROAD SANITARY
50 - MC COOLE
51 - SEOFORD ROAD SANITARY

ROBERT W KING & W E COBY TR
1ST FED BLDG
CUMBERLAND MD 21502

LIBER 129 PAGE 145

#263 Tax Sale
TAX COLLECTOR'S EXHIBIT No. 2.
Filed June 30, 1971

LOT 251 25X100 POTOMAC ST-SEC A
CELL CITY

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 15
IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE
MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

PAY JULY NET TOTAL IF PAYING IN JULY
PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

FILE COPY NO. 4

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG 4
SEPT 3

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
10.0	42	.05	.17	.04	2.48	.62	.04	.75	.79	25	7, 901
40.0	43	.10									

SPECIAL TAX CODES PER \$100 ASSESSMENT:
40 - LAVALLE SANITARY
41 - LAVALLE FIRE TAX
42 - CRESAPTON WATER
43 - CRESAPTON SANITARY
44 - POTOMAC PARK
45 - BOWLING GREEN SANITARY
46 - ELLENBIE
47 - MT. SAVAGE
48 - BEL AIR
49 - BRADDOCK ROAD SANITARY
50 - MC COOLE
51 - SEOFORD ROAD SANITARY

ROBERT W KING & W E COBY TR
1ST FED BLDG
CUMBERLAND MD 21502

LIBER 129 PAGE 145

#263 Tax Sale
TAX COLLECTOR'S EXHIBIT No. 2.
Filed June 30, 1971

LOT 26 25X100 CRESAP ST-SEC B
CELL CITY

INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 15
IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE
MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR

PAY JULY NET TOTAL IF PAYING IN JULY
PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				FILE COPY		NO. 4		
DELINQUENT										
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5 AUG. 4 SEPT. 3										
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO N.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
10.0 48	.25	.17	.29	2.48	1.24	.07	1.51	1.58	50	7, 905
40.0 43	.20									
SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAVALE SANITARY 41 - LAVALE FIRE TAX 42 - CRESAPOTOWN WATER 43 - CRESAPOTOWN SANITARY 44 - POTOMAC PARK 45 - BOWLING GREEN SANITARY 46 - ELLERSLIE 47 - MT. SAVAGE 48 - BEL AIR 49 - BRADDOCK RUN SANITARY 50 - MC COOLE 51 - BEDFORD ROAD SANITARY										
PAY JULY NET TOTAL IF PAYING IN JULY PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 15 WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OF INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OF PAYMENT IF NECESSARY TO RETURN THIS BILL TO YOU.										
READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR.										
TOTAL PAID LIBER 129 PAGE 147 #263 JAH Sale Filed June 30, 1970										
ROBERT W KING & W E COBY TR 187 FED BLDG CUMBERLAND MD 21502 LOT 30-33-34 75X100 CUNNING ST SEC B-CELL CITY										

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				FILE COPY		NO. 4		
DELINQUENT										
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5 AUG. 4 SEPT. 3										
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO N.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
10.0 48	.26	.17	.34	2.48	1.24	.07	1.51	1.58	50	7, 905
40.0 43	.20									
SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAVALE SANITARY 41 - LAVALE FIRE TAX 42 - CRESAPOTOWN WATER 43 - CRESAPOTOWN SANITARY 44 - POTOMAC PARK 45 - BOWLING GREEN SANITARY 46 - ELLERSLIE 47 - MT. SAVAGE 48 - BEL AIR 49 - BRADDOCK RUN SANITARY 50 - MC COOLE 51 - BEDFORD ROAD SANITARY										
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TOTAL PAID LIBER 129 PAGE 143 #263 JAH Sale Filed June 30, 1970										
ROBERT W KING & W E COBY TR 187 FED BLDG CUMBERLAND MD 21502 LOT 30-33-34 75X100 ALLEGANY ST SEC B-CELL CITY										

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				FILE COPY		NO. 4		
DELINQUENT										
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5 AUG. 4 SEPT. 3										
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO N.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
10.0 48	.25	.17	.29	2.48	1.24	.07	1.51	1.58	50	7, 905
40.0 43	.20									
SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAVALE SANITARY 41 - LAVALE FIRE TAX 42 - CRESAPOTOWN WATER 43 - CRESAPOTOWN SANITARY 44 - POTOMAC PARK 45 - BOWLING GREEN SANITARY 46 - ELLERSLIE 47 - MT. SAVAGE 48 - BEL AIR 49 - BRADDOCK RUN SANITARY 50 - MC COOLE 51 - BEDFORD ROAD SANITARY										
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TOTAL PAID #263 JAH Sale Filed June 30, 1970										
ROBERT W KING & W E COBY TR 187 FED BLDG CUMBERLAND MD 21502 LOT 30 30X100 TENTH AVE-SEC B CELL CITY										

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				FILE COPY		NO. 4		
DELINQUENT										
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5 AUG. 4 SEPT. 3										
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO N.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
10.0 48	.25	.17	.29	2.48	1.24	.07	1.51	1.58	50	7, 905
40.0 43	.20									
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TOTAL PAID #263 JAH Sale Filed June 30, 1970										
ROBERT W KING & W E COBY TR 187 FED BLDG CUMBERLAND MD 21502 LOT 101 25X100 ALLEGANY ST-SEC B CELL CITY										

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

FILE COPY NO. 4

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT						
12.5	40	37	37	2.18	2.48	35	3.00	3.45	100	7	904

SPECIAL TAX CODES FOR 1968 ASSESSMENT
40 - LAND ACQUISITION
41 - LANDLORD TAX
42 - CREATION TAX
43 - CREATION TAX
44 - CREATION TAX
45 - CREATION TAX
46 - CREATION TAX
47 - CREATION TAX
48 - CREATION TAX
49 - CREATION TAX
50 - CREATION TAX
51 - CREATION TAX
52 - CREATION TAX

ROBERT W. KING & W. EARLE COBEY TR. 7
101 FED BLDG
CUMBERLAND MD 21502

LIBER 129 PAGE 149

#263 Tax Sale
Filed June 30, 1970

101 177 251100 EIGHTH AVE-SEC B
CELL CITY

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE
P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502

FILE COPY NO. 4

DELINQUENT

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAXES
JULY 5
AUG. 4
SEPT. 3

SPECIAL TAXES			STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT						
12.5	40	37	34	2.48	4.36	30	6.00	6.30	200	7	856

SPECIAL TAX CODES FOR 1968 ASSESSMENT
40 - LAND ACQUISITION
41 - LANDLORD TAX
42 - CREATION TAX
43 - CREATION TAX
44 - CREATION TAX
45 - CREATION TAX
46 - CREATION TAX
47 - CREATION TAX
48 - CREATION TAX
49 - CREATION TAX
50 - CREATION TAX
51 - CREATION TAX
52 - CREATION TAX

ROBERT W. KING & W. EARLE COBEY TR. 7
101 FED BLDG
CUMBERLAND MD 21502

LIBER 129 PAGE 149

#263 Tax Sale
Filed June 30, 1970

LOTS 270-281-276-253 100X100-OR
FRANKING ST SEC C-CELL CITY

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES

The taxes upon the property hereinafter referred to being due and unpaid upon July 1, 1969, I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 21st day of May 1970, entered in, made known my intention, levied upon and seized the following

Real Property.

All that parcel of land or lot situate in Election District Number 7 Allegany County, Maryland, and being known as Lots Nos. 25-41 and 231 of Section A of the Cellulose City Addition; Lots Nos. 4-28-32-33-34-59-88-89-101 and 177 of Section B and Lots Nos. 230 to 233 Inc. of Section C of said Addition

in Cresaptown Allegany County, Maryland, conveyed, ~~as per deed~~ to ~~Robert M. King~~ by ~~deed~~ of ~~Robert M. King~~ dated the 26th Day of October, 1938, and recorded among the Land Wills Records of Allegany County in Deed Wills Liber 181, Folio 643, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Successors and Assigns of W. Earle Cobey, Trustee and notice of this levy was ~~made~~ posted on the property

and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

#263 Tax Sale
TAX COLLECTOR'S EXHIBIT No. 2.
Filed June 30, 1970

FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S SALE

Valuable lots or parcels of land, situate in the Cellulose City Addition, in or near the village of Cresaptown, in Election District No. 7, Allegany County, State of Maryland.

Under and by virtue of the Laws of the State of Maryland, I have seized and levied upon for the collection of the State of Maryland and Allegany County taxes due thereon for the year 1968, and will on Tuesday, June 30, 1970, at 10:00 O'clock A. M., at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder:

All those lots or parcels of land located in the Cellulose City Addition, in or near the village of Cresaptown, in Election District No. 7, Allegany County, State of Maryland: the first group of lots known and designated as Lots Nos. 25-41 and 231 of Section "A" on the Plat of said Addition; which, with the description of courses and distances of Lots in said Section "A" is filed among the Land Records of Allegany County, Maryland, in Deed Liber No. 125, Folio 501. The second group of lots known and designated as Lots Nos. 4, 28, 32, 33, 34, 35, 48, 89, 101 and 177 of Section "B" on the Plat of said Addition; which, with the description of courses and distances of Lots in said Section "B" is filed among the Land Records of Allegany County, Maryland, in Deed Liber No. 125, Folio 501. The third group of lots known and designated as Lots Nos. 230, 231, 232 and 233 of Section "C" on the Plat of said Addition; which, with the description of courses and distances of Lots in said Section "C" is filed among the Land Records of Allegany County, Maryland, in Deed Liber No. 128, Folio 216. The third group of lots known and designated as Lots Nos. 230, 231, 232 and 233 of Section "C" on the Plat of said Addition; which, with the description of courses and distances of Lots in said Section "C" is filed among the Land Records of Allegany County, Maryland, in Deed Liber No. 128, Folio 216. Special reference is hereby made to said deed for a more particular description to the aforesaid properties. The said W. Earle Cobey, Trustee, by deed of Robert M. King, dated the 26th Day of October, 1938, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 181, Folio 643. Special reference is hereby made to said deed for a more particular description to the aforesaid properties. The said W. Earle Cobey, Trustee, in now deceased and his estate in the aforesaid properties is now vested in W. Earle Cobey, Trustee, his successors and assigns, known and unknown and persons claiming by or through him as Trustee. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Robert M. King, c/o W. Earle Cobey, Trustee. Said property is unimproved.

Allegany County Central Tax Office
Francis G. Philpot, Tax Collector
Adv. T—May 22

No. 263 Tax Sale
Filed June 30, 1970
Cumberland, Md. June 15, 1970

This is to Certify, That the annexed Tax Collector's Sale was published in The Cumberland Times, a newspaper printed in the City of Cumberland, on the following dates:

May 25, 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By *Imogene M. Hardesty*

TAX COLLECTOR'S EXHIBIT No. 3.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE

FRANCIS G. PHILPOT, Tax Collector, vs. W. EARLE COBEY, Trustee. His successors and assigns, known and unknown and persons claiming by or through him as Trustee. No 263 Tax Sale in the Circuit Court for Allegany County, Maryland.

Francis G. Philpot, Tax Collector, hereby certifies that the report of the sale of all that real estate in Election District No. 4, and particularly described as a deed from Robert M. King to W. Earle Cobey, Trustee, dated the 20th day of October, 1968, and recorded in Liber No. 181, folio 461, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is therefore this 20th day of July, 1970, by the Circuit Court for Allegany County, Maryland, ordered and directed that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 24th day of July, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 20th day of August, 1970, to show cause, if any they have why said sale should not be affirmed and confirmed. The report states that the amount of sale to be \$270.00.

HAROLD E. NAUGHTON, Associate Judge
True Copy: Tax
L. Fred Dean, Clerk

Filed August 5, 1970 Cumberland, Md. August 4, 1970

This is to Certify, That the annexed Notice of Tax Collector's

Report of Sale #263 "W. Earle Cobey, Trustee"

was published in The Cumberland NEWS, a newspaper printed

in the City of Cumberland, on the following dates:

July 3-10-17 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

LIBER 129 PAGE 151

Ord. 117 IM 7-64

Francis G. Philpot, Tax Collector,
vs.
Frank R. Carner and
Catherine L. Carner, his wife.

No. 264 Tax Sale
in the
LIBER 129 PAGE 152
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

Filed June 30, 1970

TO THE HONORABLE, THE JUDGE OF SAID COURT:
The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1968, respectively shows:

1. That prior to and on the 1st day of July, 1969, there was due by Frank R. Carner and Catherine L. Carner, his wife,

the owner of all those lots, pieces or parcel of land, known and designated as Lots Nos. 46 and 47, and part of Lot No. 45 in an Addition called "Wilsonia"; it being a parcel of land 60 feet by 100 feet, more or less, situate on the easterly side of Homer Street, in the City of Cumberland, in Election District No. 4, Allegany County, in Election District No. 4, Allegany County, in the State of Maryland, the sum of \$ 115.28 for State and County taxes for the years 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for said amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1"

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said Frank R. Carner and Catherine L. Carner, his wife, within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said Frank R. Carner et ux

was assessed, together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 29th day of August, 1969, he caused a copy of each of said tax bills to be served upon said Frank R. Carner et ux.

In the following manner, as provided by the Acts of Assembly aforesaid: By mailing a copy of each said tax bill to the said Frank R. Carner et ux, 404 Homer Street, Cumberland, Maryland, 21502

by leaving a copy of the same at the second place of abode of

the said

by setting up a copy of each of said tax bills on the premises where the hereinbefore described real estate is located to

remain at said time the said

did not live in said Collection District, by delivering each of said tax bills to

the person in

possession of said premises, because the said

was not a resident of said Collection District.

3. That notwithstanding the service of said notice, the said Frank R. Carner et ux failed and refused to pay said taxes within said sixty-day period, and that thereafter, to wit, on the 20th day of May, 1970, said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at the easterly side of Homer Street,

in the City of Cumberland, Allegany County, State of Maryland, in Election District No. 4, for the payment of said State and County taxes, interest and costs. Said real estate being the same property which was conveyed to the said Frank R. Carner and Catherine L. Carner, his wife,

by deed dated the 29th day of January, 1962, and recorded in Liber No. 343, folio 454, one of the Land Records of Allegany County, Maryland; reference to which is hereby especially made for a particular description of said property. Said parcel of real estate has located thereon the following improvements:

a one (1) story, frame dwelling, containing six (6) rooms and a bath.

That at the time of said levy a copy of said levy was delivered to the said

that at the time of said

levy said property was vacant and unoccupied, the said Frank R. Carner et ux

non-resident of said Collection District and a copy of

the aforesaid tax bills and notice of levy were set up upon the premises; that at the time of said levy, said property

was occupied by the said

but was occupied by one

with whom was left the

aforesaid levy, and a duplicate thereof was set up upon said premises, all of which will appear by reference to said Tax

Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2"

1970, the said taxes

4. That thereafter, to wit, on the 1st day of June, 1970, the said taxes

still remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the

Cumberland Times, a daily newspaper published in Allegany County, Maryland, and also by notice posted

at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday

the 23rd day of June, 1970, at 9:00 o'clock A. M. at the Allegany Court House

LIBER 129 PAGE 153

deed in Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate levied upon by him, a copy of which advertisement together with the Certificate of the Publication of the same are hereof filed as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3"

That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: all those lots, pieces or parcel of land known and designated as Lots Nos. 46 and 47, and part of Lot No. 45 in an Addition called "Wilsonia"; it being a parcel of land 60 feet by 100 feet, more or less, on the easterly side of Homer Street, in the City of Cumberland, in Election District No. 4, Allegany County, State of Maryland.

and after a reasonable length of time, he did then and there sell at public auction the real estate herein described for the sum of \$5,000.00 cash to C. Glenn Watson and David M. Watson, 213 Virginia Avenue, Cumberland, Maryland.

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed.

Francis G. Philpot
Soleitor

Francis G. Philpot
FRANCIS G. PHILPOT
Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:
I HEREBY CERTIFY, that on this 30th day of June, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

Witness my hand and Notarial Seal.
W. J. Kiddy
Notary Public

NOTICE OF TAX COLLECTOR'S REPORT OF SALE

FRANCIS G. PHILPOT, Tax Collector
No. 264 Tax Sales
In the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Filed June 30, 1970

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 4, and particularly described in a deed from Paul L. Hansell and Mary L. Hansell, his wife, Frank R. Carner and Catherine L. Carner, his wife, dated the 29th day of January, 1962, and recorded in Liber No. 313, folio 454, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 30th day of June, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 21st day of July, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 3rd day of August, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$5,000.00.

FINAL ORDER

The proceedings in the foregoing cause having been read and considered, it is thereupon this 30th day of June, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause.

No. 264 Tax Sales
IN THE CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

FRANCIS G. PHILPOT
Tax Collector

vs.

Frank R. Carner and
Catherine L. Carner, his wife.

TAX COLLECTOR'S REPORT OF SALE
— AFFIDAVIT — ORDER NISI —
AND FINAL ORDER

Mr. Clerk, Please File

Soleitor

TAX YEAR 1968-69		ALLEGANY COUNTY CENTRAL TAX OFFICE		DELINQUENT COPY NO. 3	
LAND, MD. 21502		NOTICE			
According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice; I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.					
ALLEGANY COUNTY CENTRAL TAX OFFICE					
PAY JULY NET TOTAL IF PAYING IN JULY PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH INTEREST AT RATE OF 10% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.		PAY JULY NET TOTAL PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 10% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
DELINQUENT					
LIBER 129 PAGE 154		4,350		4,350	
READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN WITH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.					
#264 Tax Sale TAX COLLECTOR'S EXHIBIT No. 1. Filed June 30, 1970					

TAX YEAR 1968-69		ALLEGANY COUNTY CENTRAL TAX OFFICE		TAXPAYERS COPY NO. 1	
REAL ESTATE		P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502			
COUNT RATES ON SPECIAL AND COUNTY TAXES ONLY					
DISCOUNT ON STATE TAXES					
JULY 5% AUG. 4% SEPT. 3%					
SPECIAL TAXES		STATE TAX		COUNTY TAX	
RATES	CODE	AMOUNT	RATE	AMOUNT	RATE
		.17	7.40	2.48	
SPECIAL TAX CODES FOR \$100 ASSESSMENT		AMOUNT		JULY NET TOTAL	
LAVALE SANITARY		107.88		2:05	
LAVALE FIRE TAX					
CREAPTOWN WATER					
CREAPTOWN SANITARY					
POTOMAC PARK					
BOWLING GREEN SANITARY					
ELLERSLIE					
MT. SAVAGE					
BEL AIR					
BRADDOCK RUN SANITARY					
MC COOLE					
BEDFORD ROAD SANITARY					
GROSS TAX		115.28		4,350	
ASSESSMENT		4,350		4,350	
READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN WITH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.					
Served on the property at 2:05 P.M. on May 28th, 1970. FRANCIS G. PHILPOT, Tax Collector Allegany County Central Tax Office By <i>W. J. Kiddy</i> Deputy Francis G. Philpot, Collector #264 Tax Sale TAX COLLECTOR'S EXHIBIT No. 2. Filed June 30, 1970					

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES

The taxes upon the property hereinafter referred to being due and unpaid upon July 1, 1969, I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 28th day of May, 1970 entered in, made known my intention, levied upon and seized the following

Property, LIBER 129 PAGE 145
 All that parcel of land or lot situate in Election District Number 4 Allegany County, Maryland, and being known as part of Lot No. 45 and Lots Nos. 46 and 47 in "Wilsonia" addition to Cumberland, being a parcel of land 60 feet by 100 feet, more or less, situate on the easterly side of Homer Street in Cumberland, Allegany County, Maryland, conveyed, XXXXXXXXXXXX to FRANK R. CARNER and Catherine L. Carner, his wife,

By deed of Paul L. Hansell and Mary L. Hansell, his wife,

dated the 29th Day of January, 1962, and recorded among the Land XXXXXX Records of Allegany County in Deed XXXX Liber 343, Folio 454, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Frank R. Carner and Catherine L. Carner, and notice of this levy was XXXXXX posted on the property XXXXXXXXXXXX.

and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

FRANCIS G. PHILPOT, Tax Collector
 Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S EXHIBIT No. 2.

TAX COLLECTOR'S SALE
 Valuable lots or parcel of land, situate on the easterly side of Homer Street, in the City of Cumberland, in Election District No. 4, Allegany County, State of Maryland.
 Under and by virtue of the Laws of the State of Maryland, I have served and issued upon for the collection of the State of Maryland and Allegany County taxes due thereon for the year 1968, and will on Tuesday, JUNE 23rd, 1970, AT 9:00 O'CLOCK A.M. at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder.
 All those lots, pieces or parcels of ground, known and designated as Lots Nos. 46 and 47, and part of Lot No. 45, in an addition called "Wilsonian", being a parcel of land, or less, by 100 feet, more or less, on the easterly side of Homer Street, in the City of Cumberland, in Election District No. 4, Allegany County, State of Maryland, it being the same property conveyed to Frank R. Carner and Catherine L. Carner, his wife, by deed of Paul L. Hansell and Mary L. Hansell, his wife, dated the 29th Day of January, 1962, and recorded in Deed Liber No. 343, Folio No. 454, among the Land Records of Allegany County, Maryland. Special reference is hereby made in said deed for a more particular description of the aforesaid property. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Frank R. Carner et ux. Said property is improved by a one (1) story, frame dwelling, containing six (6) rooms and a bath, and covered with asphaltic, which is in a fair condition.
 Allegany County Central Tax Office,
 Francis G. Philpot, Tax Collector.
 Adv. T—June 1.

264 Sub Sale Cumberland, Md. June 15, 1970
 Filed June 20, 1970

This is to Certify, That the annexed Tax Collector's Sale

"Frank R. Carner et ux. Property"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

June 1, 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Harold E. Naughton

TAX COLLECTOR'S EXHIBIT No. 3.

Gen. 117 IM 7-65

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
 FRANCIS G. PHILPOT, Tax Collector, by FRANK R. CARNER and CATHERINE L. CARNER, his wife, No. 264 Tax Sales, to the Circuit Court for Allegany County, Maryland.
 Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 4, and particularly described in a deed from Paul L. Hansell and Mary L. Hansell, his wife, to Frank R. Carner and Catherine L. Carner, his wife, dated the 29th day of January, 1962, and recorded in Liber No. 343, folio 454, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 30th day of June, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 21st day of July, 1970, commanding all persons interested in said property, to be and appear in this Court on or before the 2nd day of August, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$2,000.00.
 HAROLD E. NAUGHTON
 Associate Judge
 True Copy: Tax
 L. Fred Devo, Clerk. Adv.—N-July 3-10-70

Filed August 5, 1970 Cumberland, Md. August 4, 1970

This is to Certify, That the annexed Notice of Tax Collector's Report of Sale #264 "Frank R. Carner & Catherine L. Carner"

was published in The Cumberland NEWS, a newspaper printed

in the City of Cumberland, on the following dates:

July 3-10-17, 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Harold E. Naughton

LIBER 129 PAGE 145

Gen. 117 IM 7-65

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

FRANCIS G. PHILPOT,
Tax Collector

VS.

FRANK R. CARNER, et ux

LIBER 128 PAGE 157

NO. 264 TAX SALES

Filed August 5, 1970

PETITION OF FIRST MORTGAGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of David M. Watson and C. Glenn Watson, Jr.,
by Wilson and Sharer, their solicitors, respectfully represents:

1. That Frank R. Carner and Catherine L. Carner, his wife, as security for certain property located on Homer Street in the City of Cumberland, gave a mortgage on April 25, 1967, to the Petitioners herein as Executors of the estate of C. Glenn Watson, which said mortgage is in the amount of \$7,871.28.
2. That said Frank R. Carner, et ux, became delinquent on the State and County taxes on said property and that as a result of said delinquency said property was sold at public sale on June 23, 1970 in accordance with the authority vested in said tax collector.
3. That your Petitioners, as first mortgagees, were the highest bidder for said property at said sale having paid the sum of Five Thousand Dollars (\$5,000.00) therefor, and that the costs of said proceedings including delinquent taxes were \$496.81, and that the balance of Four Thousand Five Hundred Three Dollars and Nineteen Cents (\$4,503.19) is being held by said tax collector.

WILSON & SHARER
ATTORNEYS AT LAW
LIBERTY TRUST BLDG.
CUMBERLAND, MD.

WHEREFORE, Your Petitioners pray that this Honorable Court authorizes said tax collector to return the sum of Four Thousand Five Hundred Three Dollars and Nineteen Cents (\$4,503.19) to your Petitioners.

LIBER 128 PAGE 158

WILSON and SHARER

By David M. Watson
Attorneys for Petitioners
Liberty Trust Building
Cumberland, Maryland 21502
722-2515

ORDER

Upon the foregoing Petition, it is hereby ORDERED this ~~7th~~^{5th} day of ~~July~~^{August}, 1970, that Francis G. Philpot, Tax Collector for Allegany County, Maryland, be, and he is hereby authorized and directed to pay the Petitioners herein the sum of Four Thousand Five Hundred Three Dollars and Nineteen Cents (\$4,503.19), which said sum represents the purchased price of said property in excess of the costs and delinquent taxes in connection therewith.

Howard P. Houghton
Associate Judge

WILSON & SHARER
ATTORNEYS AT LAW
LIBERTY TRUST BLDG.
CUMBERLAND, MD.

O.K.
S. Philpot
Acct #80

Francis G. Philpot, : No. 264 Tax Sales.
 Tax Collector : In the Circuit Court
 vs. : for Allegany County,
 : Maryland.
 Frank R. Carner. :
 : *Filed December 22, 1970*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Mayor and City Council of Cumberland, by J. Frederick Sharer, its Solicitor, respectfully represents:

FIRST: That C. Glenn Watson, Treasurer of the Mayor and City Council of Cumberland, advises that there is due and owing on the hereinafter described property the sum of One Hundred Sixty-five Dollars and Eighty-four Cents (\$165.84), by way of City of Cumberland taxes for the years 1968, 1969 and 1970, and a water rent bill to April 15, 1970, copies of which bills are attached hereto.

SECOND: That the aforementioned unpaid charges constitute a lien against certain property situated on the Easterly side of Homer Street, in the City of Cumberland, Maryland, known as part of Lot No. 45, and the whole of Lots Nos. 46 and 47 of Wilsonia Addition to said City, which were conveyed unto Frank R. Carner, et ux., by Paul L. Hansell, et ux., by a deed dated January 29, 1962, and recorded in Liber 343, folio 454, one of the Land Records of Allegany County, Maryland.

THIRD: That the above described property was advertised for sale on the 23rd day of June, 1970, by Francis G. Philpot, Tax Collector for Allegany County, Maryland, for non-payment of State and County taxes, and at said sale was sold to the highest bidder therefor.

FOURTH: That your Petitioner respectfully requests this

Honorable Court to pass an Order authorizing the Tax Collector for Allegany County, Maryland, to pay unto it from the proceeds of the aforesaid Tax Sale, after first deducting the costs of said sale and the amount of delinquent taxes owed to Allegany County and the State of Maryland, the aforesaid sum due said Mayor and City Council for the above charges, amounting in all to One Hundred Sixty-five Dollars and Eighty-four Cents (\$165.84).

J. Frederick Sharer
 J. FREDERICK SHARER, CITY SOLICITOR

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th day of December, 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared C. Glenn Watson, who made oath in due form of law that there is due and owing by way of City of Cumberland taxes for the years 1968, 1969 and 1970, and a water rent bill to April 15, 1970, on the above mentioned property, the sum of One Hundred Sixty-five Dollars and Eighty-four Cents (\$165.84), over and above all discounts and credits.

WITNESS my hand and Notarial Seal.

Phyllis Seaga
 NOTARY PUBLIC.

LIBER 129 PAGE 161

Francis G. Philpot, :
Tax Collector : No. _____ Tax Sales.
 :
 : In the Circuit Court
vs. :
 : for Allegany County,
 :
 : Maryland.
Frank R. Carner. :
 :
 : ---

ORDER OF COURT.

Upon the foregoing Petition and Affidavit, the same having been read and considered:

It is, this 24th day of December, 1970, ORDERED BY THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND, That the State and County Tax Collector pay unto the Mayor and City Council of Cumberland, the sum of One Hundred Sixty-five Dollars and Eighty-four Cents (\$165.84), representing delinquent taxes for the years 1968, 1969 and 1970, and a water rent bill to April 15, 1970, from the proceeds of sale of that certain property situated on the Easterly side of Homer Street, in the City of Cumberland, Maryland, known as part of Lot No. 45, and the whole of Lots Nos. 46 and 47 of Wilsonia Addition to said City, which were conveyed unto Frank R. Carner, et ux., by Paul L. Hansell, et ux., by a deed dated January 29, 1962, and recorded in Liber 343, folio 454, one of the Land Records of Allegany County, Maryland; after first deducting the cost of said sale and the amount of delinquent taxes owed to Allegany County and the State of Maryland.

Harold E. Naughton
JUDGE.

MAYOR & CITY COUNCIL OF CUMBERLAND, MD., DR					Last day to pay Net Amount	
Water and Sewer Bill						
City Hall Hrs. - 8:30 A.M. to 4:30 P.M. week days, except Saturdays						
READING DATE	METER READING		THOUSANDS CU. FT. USED	GROSS AMOUNT	CHARGES	
	PREVIOUS	PRESENT			GROSS	NET
APR 15 '70	67	67		5 40	5 40	WA
				5 40	5 40	WA
				4 05	4 05	CE
				4 05	4 05	CE
				18 90	18 90	SA
					28	
					19 18	

Interest 1% Per Month begins 30 days from discount date

CODE: WR-Water Charge WA-Water Arrears
SE-Sewer Charge SA-Sewer Arrears

Retain this portion of bill for your record

Collector's Stub
Please bring or mail
with your payment.

Frank R. Carner
Liber 129 PAGE 163
404 Homer St.

I hereby give legal notice to the property owner whose name appears hereon that City Taxes are in arrears on the property designated on this notice, and that the interest on the unpaid balance is accruing at the rate of 6% per year.

George L. Baker, Jr.
Treasurer & Finance Commissioner.
Cumberland, Maryland

SPECIAL NOTICE
CITY TAXES

IMPORTANT
ADD - INTEREST
AND COST
WHEN PAYING

YEAR	TAX
1968	67 86
Costs	.50
Int.	7 46
	75 82

Carner, Frank R.

67 86 1968
50
7 46
75 82

DIV	ACCOUNT NO
04	00577
WAY	PARCEL
CHECK REFERENCE	

READ YOUR
TAX BILL

PROPERTY DESCRIPTION
Lots 46-47 Pt 45 60x100 Homer St.

TO
Carner, Frank R.
404 Homer St.

(IF ADDRESS IS INCORRECT PLEASE CHANGE)

CITY OF CUMBERLAND
TAX OFFICE - CITY HALL
CUMBERLAND, MD. 21502

WHEN PAYING TAXES BY MAIL, PAY CORRECT AMOUNT OR IT WILL BE NECESSARY TO RETURN BILL TO YOU. ENCLOSE STAMPED ENVELOPE FOR RECEIPT RETURN.

REAL ESTATE
TAX YEAR 1969-70 OFFICE COPY

ASSESSMENT VALUATION		
LAND	BUILDINGS	TOTAL
300	4,050	4,350

TAX RATE PER \$100	DATE	TOTAL TAX
		66.99
		Costs .50
		Int. 3.35
		70.84

TOTAL PAID	INTEREST OR DISCOUNT
(OFFICE USE ONLY)	(OFFICE USE ONLY)

INTEREST STARTS
OCT 1 31 1969
RATE - 6% PER MONTH
FROM SEPT 1

Francis G. Philpot, Tax Collector,
va. Heirs of Thomas L. Popp.
Liber 129 PAGE 164
No. 265 Tax Sales
in the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Filed July 17, 1970

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1965, 1966, 1967 and 1968, respectively shows:

1. That prior to and on the 1st day of July, 1969, there was due by the Heirs of Thomas L. Popp

the owner of two (2) parcels of unimproved land, the 1st parcel known as Lots Nos. 35 to 44 Inc. of Block "C" in Camp Hill Addition; it being a parcel of land 250 feet by 100 feet; the 2nd parcel known as Lots Nos. 40 to 52 Inc. of Block "C" in Camp Hill Addition; it being a parcel of land 125 feet by 100 feet, both parcels situate on Mills Creek Avenue, in Cumberland Election District No. 6, in Allegany County, in the State of Maryland, the sum of \$ 148.67 for State and County taxes for the years 1965, 1966, 1967 and 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1"

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said Heirs of Thomas L. Popp within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said Heirs of Thomas L. Popp

together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 1st day of October, 1969, he caused a copy of each of said tax bills to be served upon said Heirs of Thomas L. Popp.

In the following manner, as provided by the Acts of Assembly aforesaid: By mailing a copy of each said tax bill to the said Thomas L. Popp, 231 N. Lee Street, Cumberland, Maryland, 21502

by leaving a copy of the same at the usual place of abode of the said

by setting up a copy of each of said tax bills on the premises where the hereinbefore described real estate is located

at the time of said levy

3. That notwithstanding the service of said notice, the said Heirs of Thomas L. Popp failed and refused to pay said taxes within said sixty-day period, and that thereafter, to wit, on the 21st day of May, 1970, said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at the southeasterly side of Mills Creek Avenue,

in Block Cumberland, Allegany County, State of Maryland, in Election District No. 6, for the payment of said State and County taxes, interest and costs. Said real estate being the same property which was conveyed to the said Thomas L. Popp

by deed dated the 21st day of August, 1950, and recorded in Liber No. 230, folio 127, one of the Land Records of Allegany County, Maryland; reference to which is hereby especially made for a particular description of said property. Said parcel of real estate has located thereon the following improvements:

Unimproved.

that at the time of said levy said property was vacant and unoccupied, the said Heirs of Thomas L. Popp

non-resident of said Collection District and a copy of the aforesaid tax bills and notice of levy were set up upon the premises; that at the time of said levy said property was

with no improvements thereon, all of which will appear by reference to said Tax Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2"

4. That thereafter, to wit, on the 25th day of May, 1970, the said taxes still remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the Cumberland Times, a daily newspaper published in Allegany County, Maryland, and also by notice posted at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday the 16th day of June, 1970, at 9:30 o'clock A. M. at the Allegany Court House

LIBER 129 PAGE 165

... Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate ...
 That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of ...
 parcels of unimproved land; the 1st parcel known as Lots Nos. 35 to 44 Inc. of ...
 Block "C" in Camp Hill Addition; being a parcel of land 250 feet by 100 feet, more or ...
 less; the 2nd parcel known as Lots Nos. 45 to 52 Inc. of Block "C" in Camp Hill Addition; ...
 being a parcel of land 125 feet by 100 feet, more or less, both of said parcels are ...
 located on the southeasterly side of Wills Creek Avenue, in the City of Cumberland, ...
 in Election District No. 6, Allegany County, State of Maryland,

and after said sale for a reasonable length of time, he did then and there sell at public auction the real estate ...
 herein described for the sum of \$ 306.58 ...
 to The Allegany County Commissioners, Allegany County, State of Maryland,

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser ...
 has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear ...
 to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order ...
 notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all ...
 persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if ...
 any they have, why this sale should not be ratified and confirmed.

And as in duty bound, etc.
 Francis G. Philpot
 Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:
 I HEREBY CERTIFY, that on this 17th day of July, 1970, before me,
 the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax ...
 Collector, and made oath in due form of law that the matters and things stated in the foregoing report are true to the ...
 best of his knowledge and belief, and that the sale herein reported was fairly made.
 Witness my hand and Notarial Seal.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE

FRANCIS G. PHILPOT, Tax Collector No. 265 Tax Sales
 vs.
 Heirs of Thomas L. Popp.
 In the
 CIRCUIT COURT FOR
 ALLEGANY COUNTY, MARYLAND
 Filed July 17, 1970

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in ...
 Election District No. 6, and particularly described in a deed from
 Walter J. Milburn and Rose A. Milburn, his wife,
 to
 Thomas Lewis Popp

dated the 21st day of August, 1950 ...
 and recorded in Liber No. 230, folio 127, one of the Land Records of Allegany County, Maryland, together ...
 with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same ...
 appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is ...
 thereupon this 7th day of July, 1970, by the Circuit Court for Allegany County, Mary- ...
 land, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one ...
 newspaper published in Cumberland Allegany County, Maryland, before the 1st day of August ...
 1970, commanding all persons interested in said property to be and appear in this Court on or before the 30th day ...
 of September, 1970, to show cause, if any they have why said sale should not be ratified and ...
 confirmed. The report states that the amount of sale to be \$ 306.58

FINAL ORDER

The proceedings in the foregoing cause having been read and considered, it is thereupon this 7th day ...
 of September, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered ...
 and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ...
 ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as ...
 required by the Order of this Court passed in said cause.

Harold E. Naughton
 Heirs of Thomas L. Popp
 vs.
 FRANCIS G. PHILPOT
 Tax Collector
 No. 265 Tax Sales
 IN THE CIRCUIT COURT FOR
 ALLEGANY COUNTY, MARYLAND
 Mr. Clerk, Please File
 TAX COLLECTOR'S REPORT OF SALE
 - AFFIDAVIT - ORDER NISI -
 AND FINAL ORDER
 Solicitor

TAX YEAR 1965-66 ALLEGANY COUNTY CENTRAL TAX OFFICE DELINQUENT COPY NO. 3
 ND. MD. 21501

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice; I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST
JULY NET TOTAL	GROSS TAX	ASSESSMENT REFERENCE DIST. FOLIO NO.
	22.84	940 6 2,166

ALLEGANY COUNTY CENTRAL TAX OFFICE

Thomas L. Popp
 231 N. Lee Street
 Cumberland, Md

LIBER 129 PAGE 165

Lots 35 to 44 Inc. Wills Creek Ave
 250x100

#265 Tax Sales
 Filed July 17, 1970
 TAX COLLECTOR'S EXHIBIT No. 1.

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR.

TAX YEAR 1966-67 ALLEGANY COUNTY CENTRAL TAX OFFICE TAX COLLECTORS COPY NO. 2
 REAL ESTATE P.O. BOX 309 COURTHOUSE, CUMBERLAND, MD. 21501

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY. NO DISCOUNT ON STATE TAXES

JULY 5%	AUG 4%	SEPT 3%
---------	--------	---------

RATES - CODE	AMOUNT	STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
		RATE	AMOUNT	RATE	AMOUNT					
		.15	1.41	2.68	23.31			24.72	940	6 2,166

Thomas L. Popp
 231 N. Lee Street
 Cumberland, Md.

Lots 35 to 44 Inc Wills Creek Ave
 250x100

#265 Tax Sales
 Filed July 17, 1970
 TAX COLLECTOR'S EXHIBIT No. 1.

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR.

TAX YEAR 1967-68 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				DELINQUENT COPY NO. 3				
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5% AUG. 4% SEPT. 3%										
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
		.17	1.60	2.18	23.31			24.91	940	6 2,398
SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAYALE SANITARY 41 - LAYALE FIRE TAX 42 - CRESAPTOON WATER 43 - CRESAPTOON SANITARY 44 - POTOMAC PARK 45 - BOWLING GREEN SANITARY 46 - ELLERSLIE 47 - MT. SAVAGE 48 - BEL AIR 49 - BRADDOCK RUN SANITARY 50 - MC COOLE 51 - BEDFORD ROAD SANITARY										
Thomas L. Popp 231 N. Lee Street Cumberland Md. 21502 Lot s 35 to 44 Inc Wills Creek Ave 250x100										
LIBER 129 PAGE 167 #265 tax sale Filed July 17, 1970 TAX COLLECTOR'S EXHIBIT No. 1.										

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				TAX COLLECTORS COPY NO. 2				
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5% AUG. 4% SEPT. 3%										
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
		.17	1.60	2.18	23.31			24.91	940	6 2,105
SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAYALE SANITARY 41 - LAYALE FIRE TAX 42 - CRESAPTOON WATER 43 - CRESAPTOON SANITARY 44 - POTOMAC PARK 45 - BOWLING GREEN SANITARY 46 - ELLERSLIE 47 - MT. SAVAGE 48 - BEL AIR 49 - BRADDOCK RUN SANITARY 50 - MC COOLE 51 - BEDFORD ROAD SANITARY										
Thomas L. Popp 231 N. Lee Street Cumberland Md 21502 Lots 35 to 44 Inc Wills Creek Ave 250x100										
#265 tax sale Filed July 17, 1970 TAX COLLECTOR'S EXHIBIT No. 1.										

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502				TAX PAYER'S COPY NO. 1				
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5% AUG. 4% SEPT. 3%										
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
		.17	1.60	2.18	23.31			24.91	940	6 2,105
SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAYALE SANITARY 41 - LAYALE FIRE TAX 42 - CRESAPTOON WATER 43 - CRESAPTOON SANITARY 44 - POTOMAC PARK 45 - BOWLING GREEN SANITARY 46 - ELLERSLIE 47 - MT. SAVAGE 48 - BEL AIR 49 - BRADDOCK RUN SANITARY 50 - MC COOLE 51 - BEDFORD ROAD SANITARY										
Thomas L. Popp 231 N. Lee Street Cumberland Md 21502 Lots 35 to 44 Inc Wills Creek Ave 250x100										
LIBER 129 PAGE 167 Served on him or her on May 21, 1970 Francis G. Philpot, Tax Collector Allegany County Central Tax Office By J. Smith Deputy Francis G. Philpot, Collector #265 tax sale TAX COLLECTOR'S EXHIBIT No. 2. Filed July 17, 1970										

TAX YEAR 1966-67 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21501				TAX PAYER'S COPY NO. 1				
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY NO DISCOUNT ON STATE TAXES JULY 5% AUG. 4% SEPT. 3%										
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT					
		.15	1.11	2.18	23.31			24.72	940	6 2,105
SPECIAL TAX CODES PER \$100 ASSESSMENT 40 - LAYALE SANITARY 41 - LAYALE FIRE TAX 42 - CRESAPTOON WATER 43 - CRESAPTOON SANITARY 44 - POTOMAC PARK 45 - BOWLING GREEN SANITARY 46 - ELLERSLIE 47 - MT. SAVAGE 48 - BEL AIR OF MC COOLE 49 - BRADDOCK RUN SANITARY										
Thomas L. Popp 231 N. Lee Street Cumberland, Md. Lots 35 to 44 Inc Wills Creek Ave 250x100										
#265 tax sale Filed July 17, 1970										

TAX YEAR 1965-66 ALLEGANY COUNTY CENTRAL TAX OFFICE (MD. 21501) **TAX COLLECTORS COPY NO. 2**

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice, I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

Thomas L. Popp
231 N. Lee Street
Cumberland, Md.

Lots 48 to 52 Inc Wills Creek Ave
125x100

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.		REFERENCE DIST. FOLIO NO.
		AMOUNT	PERCENT	
13.03	13.03	4.95	6	2,307
JULY NET TOTAL	GROSS TAX	ASSESSMENT	TOTAL PAID	

LIBER 129 PAGE 171

#265 Jap. Pate
TAX COLLECTOR'S EXHIBIT No. 1.
Filed July 17, 1970

READ YOUR TAX BILL
IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.

TAX YEAR 1967-68 ALLEGANY COUNTY CENTRAL TAX OFFICE (MD. 21502) **TAX PAYERS COPY NO. 1**

REAL ESTATE

LIBER 129 PAGE 172

Thomas L. Popp
231 N. Lee Street
Cumberland Md. 21502

Lots 48 to 52 Inc Wills Creek Ave
125x100

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.		REFERENCE DIST. FOLIO NO.
		AMOUNT	PERCENT	
13.12	13.12	4.95	6	2,399
JULY NET TOTAL	GROSS TAX	ASSESSMENT	TOTAL PAID	

#265 Jap. Pate
Filed July 17, 1970

READ YOUR TAX BILL
IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.

TAX YEAR 1966-67 ALLEGANY COUNTY CENTRAL TAX OFFICE (MD. 21501) **DELINQUENT COPY NO. 3**

REAL ESTATE

Thomas L. Popp
231 N. Lee Street
Cumberland Md.

Lots 48 to 52 Inc Wills Creek Ave
125x100

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.		REFERENCE DIST. FOLIO NO.
		AMOUNT	PERCENT	
13.02	13.02	4.95	6	2,445
JULY NET TOTAL	GROSS TAX	ASSESSMENT	TOTAL PAID	

#265 Jap. Pate
TAX COLLECTOR'S EXHIBIT No. 1.
Filed July 17, 1970

READ YOUR TAX BILL
IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.

TAX YEAR 1968-69 ALLEGANY COUNTY CENTRAL TAX OFFICE (MD. 21502) **DELINQUENT COPY NO. 3**

REAL ESTATE

Thomas L. Popp
231 N. Lee Street
Cumberland Md. 21502

Lots 48 to 52 Inc Wills Creek Ave
125x100

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.		REFERENCE DIST. FOLIO NO.
		AMOUNT	PERCENT	
13.12	13.12	4.95	6	2,406
JULY NET TOTAL	GROSS TAX	ASSESSMENT	TOTAL PAID	

#265 Jap. Pate
Filed July 17, 1970

READ YOUR TAX BILL
IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR.

TAX YEAR 1965-66										ALLEGANY COUNTY CENTRAL TAX OFFICE										TAX PAYER'S COPY NO. 1	
REAL ESTATE										P. O. BOX 209 COURTHOUSE CUMBERLAND MD 21501											
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY										INTEREST AT RATE OF 1 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.											
NO DISCOUNT ON STATE TAXES										WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OF IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.											
JULY 5 th										PAY JULY NET TOTAL IF PAYING IN JULY											
AUG. 4 th										PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH											
SEPT. 3 rd										PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH											
SPECIAL TAXES										STATE TAX										COUNTY TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE	DIST. FOLIO NO.						
		.16	.89	2.25								12.03	195	6	2,467						
SPECIAL TAX CODES PER \$100 ASSESSMENT										<p>DELINQUENT LBER 129 PAGE 173</p> <p>10 - LAVALLE SANITARY</p> <p>11 - LAVALLE FIRE TAX</p> <p>12 - CRESAPTON WATER</p> <p>13 - CRESAPTON SANITARY</p> <p>14 - POTOMAC PARK</p> <p>15 - BOWLING GREEN SANITARY</p> <p>16 - ELLERSLIE</p> <p>17 - MT. SAVAGE</p> <p>18 - BEL AIR</p> <p>19 - BRADDOCK RUN SANITARY</p> <p>20 - MC COBLE</p> <p>21 - RECORD ROAD SANITARY</p>										<p>Thomas L. Popp 231 N. Lee Street Cumberland, Md.</p> <p>Lots 48-49-50-51-52 Wills Creek Ave 125x100</p>	
<p>FRANCIS G. PHILPOT, Tax Collector Allegany County Central Tax Office</p> <p>By <i>L. J. Smith</i> Deputy Francis G. Philpot, Collector #265 Int Sale TAX COLLECTOR'S EXHIBIT No. 2. Filed July 17, 1970</p>																					

TAX YEAR 1967-68										ALLEGANY COUNTY CENTRAL TAX OFFICE										TAX COLLECTOR'S COPY NO. 2	
REAL ESTATE										P. O. BOX 209 COURTHOUSE CUMBERLAND MD 21502											
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY										INTEREST AT RATE OF 1 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.											
NO DISCOUNT ON STATE TAXES										WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OF IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.											
JULY 5 th										PAY JULY NET TOTAL IF PAYING IN JULY											
AUG. 4 th										PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH											
SEPT. 3 rd										PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH											
SPECIAL TAXES										STATE TAX										COUNTY TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE	DIST. FOLIO NO.						
		.17	.84	2.48								12.28	195	6	2,399						
SPECIAL TAX CODES PER \$100 ASSESSMENT										<p>DELINQUENT LBER 129 PAGE 174</p> <p>10 - LAVALLE SANITARY</p> <p>11 - LAVALLE FIRE TAX</p> <p>12 - CRESAPTON WATER</p> <p>13 - CRESAPTON SANITARY</p> <p>14 - POTOMAC PARK</p> <p>15 - BOWLING GREEN SANITARY</p> <p>16 - ELLERSLIE</p> <p>17 - MT. SAVAGE</p> <p>18 - BEL AIR</p> <p>19 - BRADDOCK RUN SANITARY</p> <p>20 - MC COBLE</p> <p>21 - RECORD ROAD SANITARY</p>										<p>Thomas L. Popp 231 N. Lee Street Cumberland Md. 21502</p> <p>Lots 48 to 52 Inc Wills Creek Ave 125x100</p>	
<p>FRANCIS G. PHILPOT, Tax Collector Allegany County Central Tax Office</p> <p>By <i>L. J. Smith</i> Deputy Francis G. Philpot, Collector #265 Int Sale TAX COLLECTOR'S EXHIBIT No. 2. Filed July 17, 1970</p>																					

TAX YEAR 1966-67										ALLEGANY COUNTY CENTRAL TAX OFFICE										FILE COPY NO. 4	
REAL ESTATE										P. O. BOX 209 COURTHOUSE CUMBERLAND, MD. 21501											
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY										INTEREST AT RATE OF 1 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.											
NO DISCOUNT ON STATE TAXES										WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OF IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.											
JULY 5 th										PAY JULY NET TOTAL IF PAYING IN JULY											
AUG. 4 th										PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH											
SEPT. 3 rd										PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH											
SPECIAL TAXES										STATE TAX										COUNTY TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE	DIST. FOLIO NO.						
		.15	.74	2.48								13.02	195	6	2,445						
SPECIAL TAX CODES PER \$100 ASSESSMENT										<p>10 - LAVALLE SANITARY</p> <p>11 - LAVALLE FIRE TAX</p> <p>12 - CRESAPTON WATER</p> <p>13 - CRESAPTON SANITARY</p> <p>14 - POTOMAC PARK</p> <p>15 - BOWLING GREEN SANITARY</p> <p>16 - ELLERSLIE</p> <p>17 - MT. SAVAGE</p> <p>18 - BEL AIR</p> <p>19 - BRADDOCK RUN SANITARY</p> <p>20 - MC COBLE</p> <p>21 - RECORD ROAD SANITARY</p>										<p>Thomas L. Popp 231 N. Lee Street Cumberland Md.</p> <p>Lots 48 to 52 Inc Wills Creek Ave 125x100</p>	
<p>FRANCIS G. PHILPOT, Tax Collector Allegany County Central Tax Office</p> <p>By <i>L. J. Smith</i> Deputy Francis G. Philpot, Collector #265 Int Sale TAX COLLECTOR'S EXHIBIT No. 2. Filed July 17, 1970</p>																					

TAX YEAR 1968-69										ALLEGANY COUNTY CENTRAL TAX OFFICE										FILE COPY NO. 4	
REAL ESTATE										P. O. BOX 209 COURTHOUSE, CUMBERLAND, MD. 21502											
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY										INTEREST AT RATE OF 1 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.											
NO DISCOUNT ON STATE TAXES										WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OF IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.											
JULY 5 th										PAY JULY NET TOTAL IF PAYING IN JULY											
AUG. 4 th										PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH											
SEPT. 3 rd										PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH											
SPECIAL TAXES										STATE TAX										COUNTY TAX	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE	DIST. FOLIO NO.						
		.17	.84	2.48								12.28	195	6	2,400						
SPECIAL TAX CODES PER \$100 ASSESSMENT										<p>10 - LAVALLE SANITARY</p> <p>11 - LAVALLE FIRE TAX</p> <p>12 - CRESAPTON WATER</p> <p>13 - CRESAPTON SANITARY</p> <p>14 - POTOMAC PARK</p> <p>15 - BOWLING GREEN SANITARY</p> <p>16 - ELLERSLIE</p> <p>17 - MT. SAVAGE</p> <p>18 - BEL AIR</p> <p>19 - BRADDOCK RUN SANITARY</p> <p>20 - MC COBLE</p> <p>21 - RECORD ROAD SANITARY</p>										<p>Thomas L. Popp 231 N. Lee Street Cumberland Md. 21502</p> <p>Lots 48 to 52 Inc Wills Creek Ave 125x100</p>	
<p>FRANCIS G. PHILPOT, Tax Collector Allegany County Central Tax Office</p> <p>By <i>L. J. Smith</i> Deputy Francis G. Philpot, Collector #265 Int Sale TAX COLLECTOR'S EXHIBIT No. 2. Filed July 17, 1970</p>																					

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES NUMBER 129 PAGE 175

July 19 69
The taxes upon the property hereinafter referred to being due and unpaid upon ~~March 1, 19 69~~ I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 20th day of May 19 70, entered in, made known my intention, levied upon and seized the following

Real Property.
All that parcel of land or lot situate in Election District Number 6 Allegany County, Maryland, and being known as Lots Nos. 48 to 52 inclusive, of Block "C" in the Camp Hill Addition to Cumberland; being a parcel of land 125 feet by 100 feet, more or less, on the southeasterly side of Wills Creek Avenue, in Cumberland Allegany County, Maryland, conveyed, ~~GENERIC RECORD TO XEROX~~

Thomas L. Popp

By deed ~~XXXX~~ of Walter J. Milburn and Rose A. Milburn, his wife,

dated the 21st Day of August 19 50, and recorded among the Land ~~XXXX~~ Records of Allegany County in Deed ~~XXXX~~ Liber 230, Folio 427, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Heirs of Thomas L. Popp, and notice of this levy was ~~XXXX~~ posted on the property

and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

#265 Tax Sale
TAX COLLECTOR'S EXHIBIT No. 2.
Filed July 17, 1970

TAX COLLECTOR'S SALE

Valuable lots or parcels of land, situate on the southeasterly side of Wills Creek Avenue, in the City of Cumberland, in Election District No. 6, Allegany County, State of Maryland.

Under and in virtue of the laws of the State of Maryland, I have seized and levied upon for the collection of the taxes of Maryland and Allegany County due thereon for the years 1969, 1968, 1967 and 1966, and will on Tuesday, June 16th, 1970, at 9:30 O'Clock A. M., at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed in and to Public Auction, for CASH, to the highest bidder:

All those lots, pieces or parcels of ground situated and lying on Wills Creek Avenue (formerly known as Woodrow Avenue) in the City of Cumberland, in Election District No. 6, Allegany County, Maryland, and known as Lots Nos. 48 to 52 inclusive, of Block "C", in Camp Hill Addition to Cumberland, Maryland, a part of which Addition is recorded in Plat Map No. 26, in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, Lot Nos. 48 to 52 inclusive, is a parcel of land 125 feet by 100 feet, more or less, both of which are located on the southeasterly side of said Wills Creek Avenue. It being part of the same property conveyed to Thomas Lewis Popp, by deed of Walter J. Milburn and Rose A. Milburn, his wife, dated the 21st Day of August, 1950, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 230, Folio 427. Special reference is hereby made to said deed for a more particular description of the aforesaid property. The said Thomas Lewis Popp departed this life December 19th, 1964, and by terms of his Last Will and Testament, admitted to probate March 26th, 1965, and recorded among the Will Records of Allegany County, Maryland, in Will Liber No. 6, Folio 4, devised title to the aforesaid property to William M. Popp, his brother, each of eight (8) children of William M. Popp, if they are living and any living grand-children of William M. Popp, and the three (3) children of Charles F. Popp, his brother, deceased, and any living grand-children of Charles F. Popp. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Thomas L. Popp. Said property is unimproved.

Allegany County Central Tax Office
Francis G. Philpot, Tax Collector
Gen. Ad. T—May 25

No. 265 Tax Sale
Filed July 17, 1970
Cumberland, Md. June 15, 19 70.

This is to Certify, That the annexed Tax Collector's Sale

"Thomas L. Popp Property"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

May 25 19 70.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

TAX COLLECTOR'S EXHIBIT No. 3.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
FRANCIS G. PHILPOT, Tax Collector
VS.
Heirs of Thomas L. Popp
No. 265 Tax Sale

In the CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND
Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 6, and particularly described in a deed from Walter J. Milburn and Rose A. Milburn, his wife to Thomas Lewis Popp, dated the 21st day of August, 1950 and recorded in Liber No. 230, folio 427, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by the Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 17th day of July, 1970, by the Circuit Court for Allegany County, Maryland, advised and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 21st day of August, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 16th day of September, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$204.28.
HAROLD E. NAUGHTON
Associate Judge
True Copy: Test:
L. Fred Deas, Clerk
Adv. T—July 21—28—Aug. 4

Cumberland, Md. September 28, 1970

Filed September 29, 1970

This is to Certify, That the annexed Notice of Tax Collector's

Report of Sale #265 "Heirs of Thomas L. Popp"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

July 21-28-August 4 19 70.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

LIBER 129 PAGE 175

Gen. 117 IM 7-65

Francis G. Philpot, Tax Collector,
vs.
Effie E. Clites and Scott W. Clites, her husband.

No. 266 Tax Sales
129 PAGE 177 in the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Filed July 17, 1970

TO THE HONORABLE, THE JUDGE OF SAID COURT:
The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1967 and 1968, respectively shows:

1. That prior to and on the 1st day of July, 1969, there was due by Effie E. Clites and Scott W. Clites, her husband,

the owner of all those lots, pieces or parcel known as Lots Nos. 32 and 33, in Block No. 3 of the Homewood Addition to the City of Cumberland; being a parcel of land, 60 feet by 100 feet, more or less, situate on the easterly side of Maine Avenue, in Homewood Addition, in Election District No. 20, in Allegany County, in the State of Maryland, the sum of \$ 6.36 for State and County taxes for the years 1967 and 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1."

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said Effie E. Clites and Scott W. Clites, her husband, within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said Effie E. Clites et ux

was assessed, together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 21st day of October, 1969, he caused a copy of each of said tax bills to be served upon said Effie E. Clites et ux

In the following manner, as provided by the Acts of Assembly aforesaid: By mailing a copy of each said tax bill to the said Effie E. Clites et ux, Route #1, Handman, Pennsylvania, 15545

by leaving a copy of the same at the usual place of abode of the person at said time the said tax bills were delivered to the said person in said Collection District by delivering each of said tax bills to the person in possession of said premises, because the said person did not in said time live in said Collection District.

3. That notwithstanding the service of said notice, the said Effie E. Clites and Scott W. Clites failed and refused to pay said taxes within said sixty-day period, and that thereafter, to wit, on the 21st day of April, 1970, said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at the easterly side of Maine Avenue, in Homewood Addition,

near Cumberland, Allegany County, State of Maryland, in Election District No. 20, for the payment of said State and County taxes, interest and costs. Said real estate being the same property which was conveyed to the said Effie E. Clites and Scott W. Clites, her husband,

by deed dated the 23rd day of March, 1962, and recorded in Liber No. 345, folio 154, one of the Land Records of Allegany County, Maryland; reference to which is hereby especially made for a particular description of said property. Said parcel of real estate has located thereon the following improvements: Unimproved.

That at the time of said levy a copy of said levy was delivered to the said Effie E. Clites and Scott W. Clites, her husband, non-resident of said Collection District and a copy of the aforesaid tax bills and notice of levy were set up upon the premises; that at the time of said levy said property was not occupied by one

person, all of which will appear by reference to said Tax Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2."

4. That thereafter, to wit, on the 25th day of May, 1970, the said taxes still remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the Cumberland Times, a daily newspaper published in Allegany County, Maryland, and also by notice posted at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday the 16th day of June, 1970, at 10:00 o'clock A. M. at the Allegany Court House

door, in Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate levied upon by him, a copy of which advertisement together with the Certificate of the publication of the same are herewith filed, as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3"

5. That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: all those lots, pieces or parcels of unimproved land, known as Lots Nos. 32 and 33, in Block No. 3, as shown on the plat of the Homewood Addition to the City of Cumberland; it being a parcel of land 60 feet by 100 feet, more or less, situate on the easterly side of Maine Avenue in Homewood Addition, about two (2) miles west of the City of Cumberland, in Election District No. 20, Allegany County, State of Maryland.

and after cried said sale for a reasonable length of time, he did then and there sell at public auction the real estate herein described for the sum of \$ 95.34

cash to The Allegany County Commissioners, Allegany County, State of Maryland,

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed.

And as in duty bound, etc.

Francis G. Philpot
Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:
I HEREBY CERTIFY, that on this 17th day of July, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

Witness my hand and Notarial Seal.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
Francis G. Philpot, Tax Collector
vs.
Effie E. Clites and Scott W. Clites, Her Husband.

Francis G. Philpot, Tax Collector, having made a report to this Court of the sale of all that real estate in Election District No. 20, and particularly described in a deed from Joseph A. Logsdon and Mae A. Logsdon, his wife, to Effie E. Clites and Scott W. Clites, her husband, dated the 23rd day of March, 1962,

and recorded in Liber No. 345, folio 154, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 17th day of July, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Allegany County, Maryland, before the 21st day of August, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 21st day of August, 1970, to show cause, if any they have, why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$ 95.34

FINAL ORDER
The proceedings in the foregoing cause having been read and considered, it is thereupon this 27th day of September, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause.

Francis G. Philpot
Tax Collector
vs.
Effie E. Clites and Scott W. Clites, her husband.
TAX COLLECTOR'S REPORT OF SALE
— AFFIDAVIT — ORDER NISI —
AND FINAL ORDER
Mr. Clerk, Please File
Solicitor

Harold E. Naughton
Notary Public

TAX YEAR 1968-69 ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 CUMBERLAND, MD. 21502 DELINQUENT COPY NO. 3

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice; I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

Effie E. Clites et vir
 Route 1
 Hyndman Penna. 15545

Liber 129 PAGE 179

#266 Jap Sale
 TAX COLLECTOR'S EXHIBIT No. 1.
 Filed July 17, 1970

PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	JULY NET TOTAL	GROSS TAX
	3.18	120	20		
TOTAL PAID		READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR			

TAX YEAR 1968-69 ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 CUMBERLAND, MD. 21502 TAXPAYERS COPY NO. 1

REAL ESTATE

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY:
 NO DISCOUNT ON STATE TAXES
 JULY 5%
 AUG. 4%
 SEPT. 3%

DELINQUENT 129 PAGE 180

The Property Served on this order at 2:20 P.M. on April 21st, 1970

Francis G. Philpot, Tax Collector
 Allegany County Central Tax Office
 Francis G. Philpot, Deputy

#266 Jap Sale
 TAX COLLECTOR'S EXHIBIT No. 2.
 Filed July 17, 1970

PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	JULY NET TOTAL	GROSS TAX
	3.18	120	20		
TOTAL PAID		READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR			

SPECIAL TAX CODES PER \$100 ASSESSMENT:
 40 - LAVALE SANITARY
 41 - LAVALE FIRE TAX
 42 - CRESAPTON WATER
 43 - CRESAPTON SANITARY
 44 - POTOMAC PARK
 45 - BOWLING GREEN SANITARY
 46 - ELLERSLIE
 47 - MT. SAVAGE
 48 - BEL AIR

Effie E. Clites et vir
 Route 1
 Hyndman Penna. 15545

Lots 32-33 Blk 3 Homewood
 Maine Ave 60x100

TAX YEAR 1967-68 ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 CUMBERLAND, MD. 21502 DELINQUENT COPY NO. 3

REAL ESTATE

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY:
 NO DISCOUNT ON STATE TAXES
 JULY 5%
 AUG. 4%
 SEPT. 3%

PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	JULY NET TOTAL	GROSS TAX
	3.18	120	20		
TOTAL PAID		READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR			

SPECIAL TAX CODES PER \$100 ASSESSMENT:
 40 - LAVALE SANITARY
 41 - LAVALE FIRE TAX
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 44 - POTOMAC PARK
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 46 - ELLERSLIE
 47 - MT. SAVAGE
 48 - BEL AIR

Effie E. Clites et vir
 Route 1
 Hyndman Penna. 15545

Lots 32-33 Blk 3 Homewood
 Maine Ave 60x100

#266 Jap Sale
 Filed July 17, 1970

TAX YEAR 1967-68 ALLEGANY COUNTY CENTRAL TAX OFFICE
 P. O. BOX 209 CUMBERLAND, MD. 21502 TAXPAYERS COPY NO. 1

REAL ESTATE

DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY:
 NO DISCOUNT ON STATE TAXES
 JULY 5%
 AUG. 4%
 SEPT. 3%

PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	
JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	JULY NET TOTAL	GROSS TAX
	3.18	120	20		
TOTAL PAID		READ YOUR TAX BILL IF RECEIPT IS DESIRED, RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR			

SPECIAL TAX CODES PER \$100 ASSESSMENT:
 40 - LAVALE SANITARY
 41 - LAVALE FIRE TAX
 42 - CRESAPTON WATER
 43 - CRESAPTON SANITARY
 44 - POTOMAC PARK
 45 - BOWLING GREEN SANITARY
 46 - ELLERSLIE
 47 - MT. SAVAGE
 48 - BEL AIR

Effie E. Clites et vir
 Route 1
 Hyndman Penna. 15545

Lots 32-33 Blk 3 Homewood
 Maine Ave 60x100

#266 Jap Sale
 Filed July 17, 1970

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES 129 PAGE 181

The taxes upon the property hereinafter referred to being due and unpaid upon January 1, 1969, I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 21st day of April 19 70, entered in, made known my intention, levied upon and seized the following

Real Property.
~~Real Property.~~
 All that parcel of land or lot situate in Election District Number 20 Allegany County, Maryland, and being known as
lots Nos. 32 & 33 in Block 3 in Homewood Addition to the City of Cumberland, it being a
lot of land 50 feet by 100 feet, more or less, on the east side of Maine Avenue, in
Block Homewood Addition, in Allegany County, Maryland, conveyed, ~~as shown on the plat~~
Effie E. Clites and Scott W. Clites, her husband,

By deed ~~BOOK 107~~ of Joseph A. Loudon and Mae A. Loudon, his wife,

dated the 23rd Day of March, 19 62, and recorded among the Land ~~and~~ Records of Allegany County in Deed ~~LIBER~~ 315, Folio 154, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Effie E. Clites and Scott W. Clites, and notice of this levy was ~~posted~~ posted on the property

and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

266 Tax Sale
 TAX COLLECTOR'S EXHIBIT No. 2.
Filed July 17, 1970
 FRANCIS G. PHILPOT, Tax Collector
 Allegany County Tax Office—Allegany County, Maryland

TAX COLLECTOR'S SALE
 Valuable lot or parcel of land, situate on the easterly side of Maine Avenue, in the Homewood Addition, about three miles west of the City of Cumberland, in Election District No. 20, Allegany County, State of Maryland.
 Under and by virtue of the Laws of the State of Maryland, I have seized and levied upon for the collection of the State of Maryland and Allegany County taxes due thereon for the years 1967 and 1968, and will on Tuesday, June 15, 1970, at 10:00 O'Clock A. M. at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder.
 All those certain lots, pieces or parcels of land situated in the Homewood Addition to the City of Cumberland, and located in Election District No. 20, Allegany County, in the State of Maryland, and known as Lot No. 32 and Lot No. 33, in Block No. 3, as shown on the Plat of said Addition recorded among the Land Records of Allegany County, State of Maryland, said lots being described as a whole as follows: Beginning at a stake standing on the Easterly side of Maine Avenue, at the end of the first line of Lot No. 31, and running thence with the Easterly side of said Maine Avenue, North 161° East 69 feet, thence at right angles to said Maine Avenue, South 72°14' East 100 feet to a 12 foot alley, thence with said Alley, South 16°46' West 47 feet to the end of said second line of said Lot No. 31, thence reversing the said second line, North 72°14' West 100 feet to the place of Beginning. This being the same property which was conveyed to Effie E. Clites and Scott W. Clites, her husband, by deed of Joseph A. Loudon and Mae A. Loudon, his wife, dated the 23rd Day of March, 1962, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber 315, folio 154. Special reference is hereby made in said deed for a more particular description to the said property. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Effie E. Clites et al. Said property is unimproved.
 Allegany County Central Tax Office
 Francis G. Philpot, Tax Collector
 Apr. 7—May 15

266 Tax Sale
Filed July 17, 1970
 Cumberland, Md. June 15, 19 70

This is to Certify, That the annexed Tax Collector's Sale

"Effie E. Clites et al."

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

May 25, 19 70.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Imogen M. Handinger

TAX COLLECTOR'S EXHIBIT No. 3.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
 Francis G. Philpot, Tax Collector vs. Effie E. Clites and Scott W. Clites her husband.
 No. 266 Tax Sale in the Circuit Court for Allegany County, Maryland.
 Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 20, and particularly described in a deed from Joseph A. Loudon and Mae A. Loudon, his wife, to Effie E. Clites and Scott W. Clites, her husband, dated the 23rd day of March, 1962 and recorded in Liber No. 315, folio 154, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 17th day of July, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 21st day of August, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 21st day of September, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$25.34.
 HAROLD E. NAUGHTON
 Associate Judge
 True Copy: Test:
 L. Fred Dean, Clerk
 Adv. T.—July 21—Aug 4

Filed September 29, 1970 Cumberland, Md. September 28, 19 70

This is to Certify, That the annexed notice of Tax Collector's

Report of Sale #266 "Effie E. & Scott W. Clites"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

July 21-28-August 4, 19 70

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Imogen M. Handinger

LIBER 129 PAGE 182

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

EX PARTE IN THE MATTER :
 OF DAILY WILLIAM HOWDYSHHELL : No. 30154 Equity
 for CHANGE OF NAME :
 ----- *Filed August 2, 1971*

DECREE

The Petition and Affidavit having been read and considered and the court being of the opinion that the Petitioner is entitled to relief:

It is thereupon, this 2nd day of Aug., 1971, ADJUDGED, ORDERED and DECREED by the Circuit Court of Allegany County, Maryland, sitting in Equity, that the name on the Marriage Certificate dated the 31st day of March, 1936, namely Daily Walter Howdyshell be changed to Daily William Howdyshell; and

It is further ordered that the Petitioner shall pay the costs of these proceedings.

James S. Gentry
 Judge

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

DOROTHY M. PRENDERGAST, et al :
 Vs. : No. 16,861 Equity
 ROSE B. McMULLEN, et al : *Filed June 28, 1971*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of real estate by Dorothy M. Prendergast and Catherine L. McMullen, Trustees in the above entitled cause, respectfully shows:

FIRST: That among the assets composing the corpus of the trust herein is a one-third interest in and to all those two lots or parcels of land, lying and being in the City of Cumberland, Allegany County, Maryland, in the Goethe Street Addition to the City of Cumberland, being known as Lots Nos. 89 and 90, a plat of which said Addition is recorded in Plat Box No. 36 of the plat records of Allegany County, Maryland, which said lots are more particularly described as follows:

LOT NO. 89: BEGINNING at a peg on the North side of Shades Lane (formerly Princeton Avenue) at the end of the 1st line of Lot No. 88 and running thence with said Street, North 36 degrees 49 minutes East 25 feet; thence North 53 degrees 25 feet, thence North 53 degrees 20 minutes West 123.9 feet to an alley and with said alley, South 21 degrees 24 minutes West 26 feet to the end of the 2nd line of Lot. No. 88, and with said line reversed, South 53 degrees 20 minutes East 117.1 feet to the BEGINNING.

LIBER 129 PAGE 185

LOT NO. 90: BEGINNING at a peg on the North side of Shades Lane (formerly Princeton Avenue) at the end of the 1st line of Lot No. 89 and running thence with said Street, North 36 degrees 40 minutes East 25 feet; thence North 53 degrees 20 minutes West 124.1 feet to a 15-foot alley, and with said alley, South 36 degrees 10 minutes West 25 feet to the end of the 2nd line of Lot No. 89, and with said line reversed, South 53 degrees 20 minutes East 123.9 feet to the BEGINNING.

Said two lots being part of the same property which was conveyed unto the Hugh A. McMullen Trust, John P. McMullen Trust, and Daniel F. McMullen Trust, by Daniel F. McMullen, assignee of mortgage, by deed dated November 4, 1943, recorded in Liber No. 197, folio 706, Allegany County Land Records, and by deed of Robert Clinton Uhl, Trustee, unto Richard F. McMullen, Trustee, dated March 6, 1930, recorded in Liber No. 162, folio 615, Allegany County Land Records, the said Richard F. McMullen, Trustee, holding the aforesaid conveyed parcels for the benefit of the Hugh A. McMullen Trust, the John P. McMullen Trust, and the Daniel F. McMullen Trust.

SECOND: That the purchase price of said parcels is \$250.00 has already been paid by the purchasers, Bernard F. Hansrote and Martha E. Hansrote, his wife.

THIRD: That the sale of said parcels at and for the sum of \$250.00 is in the considered opinion of your trustees a fair and adequate price for said properties.

FOURTH: That the gross amount of said purchase price due to your petitioners is \$83.33 which will be accounted for in your trustees' next annual report.

LAW OFFICES
CLARENCE LIPPEL
CUMBERLAND, MD.

LIBER 129 PAGE 185

And as in duty bound, etc..

Dorothy M. Prendergast
Dorothy M. Prendergast

Catherine L. McMullen
Catherine L. McMullen
Trustees

Clarence Lippel
Solicitor for Trustees

STATE OF MARYLAND, TO-WIT:
COUNTY OF ALLEGANY,

I HEREBY CERTIFY, That on this 28th day of June, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Catherine L. McMullen, one of the Trustees in the foregoing cause, and she made oath in due form of law that the matters, facts and things set forth in the foregoing report of sale are true and correct as therein set forth to the best of her knowledge and belief, and that the aforesaid sale was fairly made.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Billie Jo Alley
NOTARY PUBLIC

My commission expires: July 1, 1974

LAW OFFICES
CLARENCE LIPPEL
CUMBERLAND, MD.

ORDER NISI

DOROTHY M. PRENDERGAST, et al : No. 16,861 Equity
 Vs. : In the Circuit Court for
 ROSE B. McMULLEN, et al : Allegany County, Maryland

Ordered this 28 day of June, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported in the above cause by Dorothy M. Prendergast and Catherine L. McMullen, Trustees, be ratified and confirmed, unless cause to the contrary be shown on or before the 29 day of July, 1971, provided a copy of this order be published in some newspaper published in Allegany County, Maryland, once a week for three successive weeks before the 22 day of July, 1971.

The Report states the amount of sale to be \$83.33.

Paul C. Hahnlein
 Clerk

No Exceptions filed
 No Cause Shown
 June 28, 1971
 Paul C. Hahnlein
 Clerk

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

DOROTHY M. PRENDERGAST, et al :
 Vs. : No. 16,861 Equity
 ROSE B. McMULLEN, et al :

FINAL ORDER

ORDERED, This 30 day of June, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported as aforesaid in No. 16,861 Equity be, and the same is hereby, ratified and confirmed, no cause to the contrary thereof having been shown, although due notice appears to have been given as required by the preceding Order, a certificate of the publication of which is herewith filed.

Harold E. Naughton

ORDER NISI
DOROTHY M. FRENDEGAST, et al
vs. ROSE B. McMULLEN et al.
No. 16861 Equity in the Circuit Court
for Allegany County, Maryland
Ordered this 26th day of June, 1971, by
the Circuit Court for Allegany County,
Maryland, sitting in Equity, that the
sale made and reported in the above
captioned case by Dorothy M. Frendegast and
Catherine L. McKelvey, Trustee, be rat-
ified and confirmed, unless cause to the
contrary be shown on or before the 26th
day of July, 1971, provided a copy of
this order be published in some newspa-
per published in Allegany County, Mary-
land, once a week for three successive
weeks before the 26th day of July, 1971.
The Report states the amount of sale
to be \$60.00.
PAUL C. HABERLEIN
Clerk
True Copy: True
Paul C. Haberton, Clerk
Adj. T. - July 14-71

LIBER 129 PAGE 189
Cumberland, Md. July 26 19 71
Filed July 30, 1971
This is to Certify, That the annexed Order Nisi #16861 Equity

"Dorothy M. Frendegast et al vs. Rose B. McMullen et al."
was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:
July 1-8-15 19 71

THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By *Imogene M. Hardinger*

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

LENORE GERLOCK DANIEL and
BRENT DANIEL, her husband,
7522 Second Avenue
Takoma Park, Maryland,
PLAINTIFFS.

Vs.

KATHY GERLOCK AND THE UNKNOWN
HEIRS OF BESSIE GERLOCK, SINGLE,
AND THE UNKNOWN HEIRS OF LEROY
GERLOCK, DECEASED, AND THE UNKNOWN
HEIRS OF LEROY GERLOCK, JR., DECEASED,
DEFENDANTS.

NO. 29401 EQUITY.

Filed October 27, 1969

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

First: That John Gerlock, late of Allegany County, Maryland, was seized of a lot of ground situate in Frost Heirs' Addition to the Town of Frostburg, Maryland, the same being Lot No. 7 of Block No. 2 as laid out on the plat of Frost Heirs' Addition which is recorded in Liber No. 41, folio 700, among the Land Records of Allegany County, Maryland, it being the same property which was conveyed to John Gerlock by deed from William R. Percy et ux dated July 1, 1889, and recorded in Liber No. 66, folio 691, among said Land Records, a copy of which deed is filed herewith as Exhibit No. 1; that said lot is improved by a two-story frame dwelling known as No. 67 Frost Avenue, Frostburg, Maryland.

Second: That John Gerlock died intestate, his wife, Mary A. Gerlock, having predeceased him and leaving surviving him as his only heirs at law and next of kin, a son, Charles H. Gerlock, and a son, John L. Gerlock; that subsequent thereto, John L. Gerlock died intestate and left surviving him as his only heirs at law, his brother, Charles H. Gerlock, and his widow, Elizabeth Miller Gerlock; that the said Elizabeth Miller Gerlock by deed dated October 1, 1930, and recorded among said Land Records in Liber No. 164, folio 213, a copy of which deed is filed herewith as Exhibit No. 2, conveyed to Charles H. Gerlock all her interest in the said Lot No. 7 of Block No. 2 aforesaid; thereby vesting the entire interest in Charles H. Gerlock.

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

Third: That Charles H. Gerlock died intestate, his wife having predeceased him, and left as his heirs and next of kin, his daughter, Lenore Gerlock Daniel, intermarried with Brent Daniel, the Plaintiffs herein, residing in Takoma Park, Maryland; a son, LeRoy Gerlock, divorced, who died in the State of Maryland intestate in the year 1954 and left surviving him three children, viz: Kathy Gerlock, whose marital status and whereabouts are unknown, a son, LeRoy Gerlock, Jr., single, who is reported to be deceased, and whose address and marital status was unknown and another female child sometimes called Sister Gerlock, whose name, marital status and address are unknown; that the said Charles H. Gerlock also left a daughter, Bessie Gerlock, who died January 9, 1969, in the State of Maryland, unmarried and intestate, leaving as her heirs at law and next of kin, her sister, Lenore Gerlock Daniel, and the children or descendants of her brother, LeRoy Gerlock, then surviving; that title to the property is vested in the aforesaid parties.

Fourth: That the aforesaid parties named herein are all the known heirs at law of the said Bessie Gerlock, deceased, and LeRoy Gerlock, Sr., and LeRoy Gerlock, Jr., but it is not known to your Orators if they are all the heirs at law of the said parties nor is it known to your Orators whether such unknown heirs at law/are residents or non-residents of the State of Maryland or whether they are living or dead.

Fifth: That said real estate cannot be divided without material loss or injury to the parties interested therein as above named and that in order to make a division of said interest, it will be necessary that said real estate be sold and the proceeds thereof divided among the parties according to their respective interest.

TO THE END, THEREFORE:

1. That a Decree may be passed for the sale of said real estate.
2. That the proceeds of sale may be distributed according to the respective interests of the parties therein.
3. That the unknown heirs of Bessie Gerlock, if any, and the unknown heirs of LeRoy Gerlock and the unknown heirs of LeRoy Gerlock, Jr., may be proceeded against as non-residents of the State of Maryland.

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

4. For such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, ETC.

Edward J. Ryan
EDWARD J. RYAN

Leslie J. Clark
LESLIE J. CLARK
ATTORNEYS FOR PLAINTIFFS
LIBERTY TRUST BUILDING
CUMBERLAND, MARYLAND
TELEPHONE 722-3460 AND 724-0140

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 23rd day of October, 1969, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared EDWARD J. RYAN, Attorney for the Plaintiffs, (to me personally known or satisfactorily identified) and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true and correct to the best of his knowledge, information, and belief.

WITNESS my Hand and Notarial Seal the day and year last above written.



Mary O. Wilson
NOTARY PUBLIC

My Commission expires: July 4, 1970

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

LENORE GERLOCK DANIEL and
BRENT DANIEL, her husband
7522 Second Avenue
Takoma Park, Maryland,
PLAINTIFFS.

Vs.

NO. 29401 EQUITY.

KATHY GERLOCK AND THE UNKNOWN
HEIRS OF BESSIE GERLOCK, SINGLE,
AND THE UNKNOWN HEIRS OF LeROY
GERLOCK, DECEASED, AND THE UNKNOWN
HEIRS OF LeROY GERLOCK, JR., DECEASED,
DEFENDANTS.

Filed October 24, 1969

ORDER OF PUBLICATION

This is to give notice that on the 24th day of October, 1969, a Bill of Complaint was filed in the Circuit Court for Allegany County by the Plaintiffs against the Defendants. The Bill of Complaint alleges in substance that John Gerlock died seized and possessed of Lot No. 7, Block No. 2 in Frost Heirs' Addition to the Town of Frostburg, it being the same property conveyed to John Gerlock by deed from William R. Percy et ux dated July 1, 1889, and recorded in Liber No. 66, folio 691, of the Land Records of Allegany County; that said John Gerlock died intestate, his wife, Mary A., having predeceased him and leaving surviving him as his only heirs at law and next of kin, 2 sons, Charles H. Gerlock and John L. Gerlock. Subsequent thereto, John L. Gerlock died intestate and left surviving him as his only heirs/and next of kin, his brother, Charles H. Gerlock, and his widow, Elizabeth Miller Gerlock, who, by deed dated October 1, 1930, and recorded among said Land Records in Liber No. 164, folio 213, conveyed all her interest in the said lot to Charles H. Gerlock, vesting the entire title in the said Charles H. Gerlock. That Charles H. Gerlock died intestate, his wife having predeceased him, and left as his heirs at law and next of kin, three children, to-wit: his daughter, Lenore Gerlock Daniel, intermarried with Brent Daniel, the Plaintiffs herein, residing in Takoma Park, Maryland, a son, LeRoy Gerlock, divorced, who died in the State of Maryland in 1954 and left surviving him three children, to-wit: Kathy Gerlock, whose marital status and address are unknown; LeRoy Gerlock, Jr., ~~deceased~~, who is reported to be deceased and whose address and marital status are unknown and another female child sometimes called Sister Gerlock

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

whose marital status and address are unknown. That Charles H. Gerlock also left a daughter, Bessie Gerlock, who died January 9, 1969, in the State of Maryland, unmarried and intestate, leaving as her heirs at law and next of kin, her sister, Lenore Gerlock Daniel, and the children and descendants of her brother, LeRoy Gerlock, then surviving; that the title to the property is vested in the aforesaid parties.

The Bill of Complaint further says that the aforesaid parties are all the known heirs of Bessie Gerlock, deceased, and LeRoy Gerlock, Sr., and LeRoy Gerlock, Jr., but it is not known if they are all the heirs at law of the said parties nor is it known whether such unknown heirs, if any there are, are residents or non-residents of the State of Maryland or whether they are living or dead and that the Bill of Complaint may be taken against the unknown resident and non-resident heirs at law of said parties as non-residents.

The Bill further states that the property referred to in the proceedings is not susceptible to partition without loss or injury to the parties entitled to an interest therein and that in order to make a division of said property, it will be necessary to sell the same and divide the proceeds among the parties entitled thereto and prays for a Decree to that effect.

WHEREUPON, it is ORDERED this 24th day of October, 1969, by the Circuit Court for Allegany County, Maryland, that the Plaintiffs cause a copy of this Order to be inserted in a newspaper published in Allegany County, Maryland, once a week in each of four successive weeks before the 25th day of November 1969, giving notice to the said non-resident and unknown Defendants of the object and substance of the Bill of Complaint and warning them and each of them to show cause, if any there may be, on or before the 26th day of November, 1969, why a Decree should not be passed as prayed.

Leslie J. Clark
CLERK

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

LENORE GERLOCK DANIEL and
BRENT DANIEL, her husband
7522 Second Avenue
Takoma Park, Maryland,
PLAINTIFFS.

Vs.

NO. 29401 EQUITY.

KATHY GERLOCK AND THE UNKNOWN
HEIRS OF BESSIE GERLOCK, SINGLE,
AND THE UNKNOWN HEIRS OF LEROY
GERLOCK, DECEASED, AND THE UNKNOWN
HEIRS OF LEROY GERLOCK, JR., DECEASED,
DEFENDANTS.

Filed February 11, 1970

NOTICE FOR DECREE PRO CONFESSE

Lenore Gerlock Daniel and Brent Daniel, her husband, Plaintiffs
by Leslie J. Clark and Edward J. Ryan, their attorneys, move, pursuant to
Maryland Rule 310 b for a Decree Pro Confesso against Kathy Gerlock and
the unknown heirs of Bessie Gerlock, single, and the unknown heirs of
LeRoy Gerlock, Sr., and the unknown heirs of LeRoy Gerlock, Jr., Defend-
ants, for failure to comply with the requirements for pleading in that said
parties were duly served by an Order of Publication published in The Cum-
berland Times, a copy of which is filed herewith, requiring them to appear
and show cause on or about the 26th day of December, 1969, and that the
said parties have not appeared in person or by attorney and the pleading
has not been filed herein.

Leslie J. Clark
LESLIE J. CLARK

Edward J. Ryan
EDWARD J. RYAN
ATTORNEYS FOR PLAINTIFFS

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

IN THE CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND.
LENORE GERLOCK DANIEL and
BRENT DANIEL, her husband
7522 Second Avenue
Takoma Park, Maryland.
PLAINTIFFS.
VS.
KATHY GERLOCK AND THE UNKNOWN
HEIRS OF BESSIE GERLOCK, SINGLE,
AND THE UNKNOWN HEIRS OF LEROY
GERLOCK, DECEASED, AND THE UN-
KNOWN HEIRS OF LEROY GERLOCK,
JR., DECEASED.
DEFENDANTS.
NO. 29401 EQUITY.

ORDER OF PUBLICATION
This is to give notice that on the 24th
day of October, 1969, a Bill of Complaint
was filed in the Circuit Court for Alle-
gany County by the Plaintiffs against the
Defendants. The Bill of Complaint al-
leges in substance that John Gerlock died
intestate and possessed of Lot No. 7, Block
No. 2 in Front Heirs' Addition to the
Town of Frostburg. It being the same
property conveyed to John Gerlock by
deed from William R. Perry of its date
July 1, 1889, and recorded in Liber No.
56, folio 691 of the Land Records of
Allegany County; that said John Gerlock
died intestate, his wife, Mary A., having
predeceased him and leaving surviving
him as his only heirs at law and next
of kin, 2 sons, Charles H. Gerlock and
John L. Gerlock. Subsequent thereto,
John L. Gerlock died intestate and left
surviving him as his only heirs at law
and next of kin, his daughter, Char-
les H. Gerlock, and his widow, Elizabeth
Miser Gerlock, who by deed dated
October 1, 1930, and recorded among said
Land Records in Liber No. 164, folio 211,
conveyed all her interests in the said
lot to Charles H. Gerlock, vesting the
entire title in the said Charles H. Ger-
lock. That Charles H. Gerlock died in-
testate, his wife having predeceased him,
and left as his heirs at law and next
of kin, three children, to-wit: his daughter,
Lenore Gerlock Daniel, intermarried with
Brent Daniel, the Plaintiffs herein, re-
siding in Takoma Park, Maryland, a son,
LeRoy Gerlock, divorced, who died in the
State of Maryland in 1954 and left sur-
viving him three children, to-wit: Kathy
Gerlock, whose marital status and ad-
dress are unknown; LeRoy Gerlock, Jr.,
who is reported to be deceased and
whose address and marital status are
unknown and another female child some-
times called Sister Gerlock whose mari-
tal status and address are unknown.
That Charles H. Gerlock also left a
daughter, Bessie Gerlock, who died Janu-
ary 9, 1952, in the State of Maryland,
unmarried and intestate, leaving as her
heirs at law and next of kin, her sister,
Lenore Gerlock Daniel, and the children
and descendants of her brother, LeRoy
Gerlock, then surviving; that the title
to the property is vested in the afore-
said parties.

Gen.

The Bill of Complaint further says that
the aforesaid parties are all the known
heirs of Bessie Gerlock, deceased, and
LeRoy Gerlock, Sr., and LeRoy Gerlock,
Jr., but it is not known if they are all
the heirs at law of the said parties nor
is it known whether such unknown heirs,
if any, there are, are residents or non-
residents of the State of Maryland or
whether they are living or dead and
that the Bill of Complaint may be taken
against the unknown resident and non-
resident heirs at law of said parties as
non-residents.
The Bill further states that the prop-
erty referred to in the proceedings is
not susceptible to partition without loss
or injury to the parties entitled to an
interest therein and that in order to
make a division of said property, it will
be necessary to sell the same and di-
vide the proceeds among the parties
entitled thereto and prays for a Decree
to that effect.
WHEREUPON, it is ORDERED that
this Bill of Complaint be published in the
Circuit Court for Allegany County, Mary-
land, that the Plaintiffs cause a copy
of this Order to be inserted in a news-
paper published in Allegany County,
Maryland, once a week in each of four
successive weeks before the 26th day
of November, 1969, giving notice to the
said non-resident and unknown Defend-
ants of the object and substance of the
Bill of Complaint and warning them and
each of them to show cause, if any
there may be, on or before the 26th
day of November, 1969, why a Decree
should not be passed as prayed.
R. Fred Dean, Clerk.
L. Fred Dean, Clerk.
True Copy: Test.
L. Fred Dean, Clerk.

Cumberland, Md. December 29 1969

Filed Feb. 11, 1970

This is to Certify, That the annexed Order of Publication

#29401 Equity "Lenore G. & Brent Daniel vs. Kathy Gerlock & Hirs

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

October 28-November 4-11-18 1969.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By: *Inogen M. Harbinger*

LIBER 129 PAGE 187

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 11th day of February, 1970,
before me, the subscriber, a Notary Public of the State of Maryland, in
and for Allegany County aforesaid, personally appeared LESLIE J. CLARK,
one of the Attorneys for the Plaintiffs, (to me personally known or sat-
isfactorily identified) and made oath in due form of law that the matters
and facts therein contained in the foregoing Motion for Decree Pro Con-
fesso are true and correct to the best of his knowledge, information,
and belief.

WITNESS my Hand and Notarial Seal the day and year last above
written.

Dorothy Ann Lippold
NOTARY PUBLIC

My Commission expires: July 1, 1970

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

6

LIBER 129 PAGE 188

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

LENORE GERLOCK DANIEL and
BRENT DANIEL, her husband
7522 Second Avenue
Takoma Park, Maryland,
PLAINTIFFS.

Vs. NO. EQUITY.

KATHY GERLOCK AND THE UNKNOWN
HEIRS OF BESSIE GERLOCK, SINGLE,
AND THE UNKNOWN HEIRS OF LEROY
GERLOCK, DECEASED, AND THE UNKNOWN
HEIRS OF LEROY GERLOCK, JR., DECEASED,
DEFENDANTS.

DECREE PRO CONFESSO

The above cause coming before the Court and it appearing that
the Defendants named therein not having filed an Answer or appeared by
attorney as required by the Order of Publication filed herein, it is
ORDERED by the Circuit Court for Allegany County, Maryland, that the
Bill of Complaint filed in these proceedings be and the same is hereby
taken pro confesso against Kathy Gerlock and the unknown heirs of Bessie
Gerlock, single, and the unknown heirs of Leroy Gerlock, Sr., and the
unknown heirs of Leroy Gerlock, Jr., Defendants, and the Bill is
hereby referred to an Examiner of this Court to take testimony to support
the allegations of the Bill, this 11th day of February, 1970.

Harold E. Naughton
JUDGE

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

LEONORE GERLOCK DANIEL and
BRENT DANIEL, her husband
7522 Second Avenue
Takoma Park, Maryland,
PLAINTIFFS.

Vs. NO. 29,401 EQUITY.

KATHY GERLOCK AND THE UNKNOWN
HEIRS OF BESSIE GERLOCK, SINGLE,
AND THE UNKNOWN HEIRS OF LEROY
GERLOCK, DECEASED, AND THE UNKNOWN
HEIRS OF LEROY GERLOCK, JR., DECEASED,
DEFENDANTS.

Filed May 20, 1970

DE C R E E

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered and it appearing to the Court that the real estate in the cause mentioned can not be divided without material loss or injury to the parties interested, and the Court being under the opinion that the relief prayed for in the Bill of Complaint should be granted:

IT IS, THEREUPON, this 20th day of May, 1970, by the Circuit Court for Allegany County, Maryland, in Equity, ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings be sold; that

Edward J. Ryan Esq. and Leslie J. Clark Esq.
be and they are hereby appointed Trustees to make sale and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by them and a corporate surety, to be approved by this Court or the Clerk thereof, in the penalty of Seven thousand Dollars (\$7,000⁰⁰), conditioned for the faithful performance of the trust reposed in him by this Decree or to be reposed in them by any other Order or Decree in the premises; they shall then proceed to make public or private sale of said real estate, and if at public sale, giving notice of the time, place, manner, and terms of said sale at least once a week for three successive weeks prior to said sale in some daily newspaper published in Allegany County, Maryland, which terms shall be one-third cash upon the day/sale and the balance upon ratification of the sale

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

by this Court, or all cash at the option of the purchaser or purchasers, or if at private sale, for not less than the appraised value, and as soon as convenient after/sale, the said Trustees shall return to this Court a full and particular account of the proceedings relative to the same with an annexed affidavit of the truth thereof and the fairness of said sale and, on obtaining the Court's ratification of the sale and upon payment of the whole purchase money and not before, the said Trustees shall, by a good and sufficient deed, convey to the purchaser or purchasers, his, her, or their heirs, the property or real estate to him or them sold, free, clear and discharged from all claims of the parties hereto, both Plaintiffs and Defendants, and those claiming by, from, or under them or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions and compensations to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Harold E. Hays
JUDGE

LESLIE J. CLARK
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

LENORE GERLOCK DANIEL and
BRENT DANIEL, her husband

vs.

KATHY GERLOCK et al

* NO. 29,401 EQUITY
*
*
* *Filed: April 19, 1971*REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Edward J. Ryan and Leslie J. Clark, Trustees in the above entitled cause, and respectfully represents:

That your Petitioners were duly appointed as Trustees in the above entitled cause, and that they have taken charge of the property mentioned in these proceedings and that they have made diligent efforts to make sale thereof, but have not been able to do so. Your Trustees further report that while the property is rather old, it is in a good location and is a nice lot, and they have advertised the same for sale but have not be able to make sale thereof.

Your Petitioners further represent that the property has been standing idle, and while several persons have looked at it, no one has made an offer to buy the same. Your Trustees now report that Mr. Daniel, one of the owners of the property, has arranged to make sale thereof to John T. Nelson of Highland, Maryland, for \$8,000.00, and that the said John T. Nelson has deposited with the said Trustees \$1,000.00 on account of said sale and will make payment of the balance upon the ratification of said sale and the delivery of a deed.

Your Trustees thereupon agreed to sell unto the said John T. Nelson the said property which is described as follows, to-wit:

ALL that lot or parcel of ground situate in Frost Heirs Addition to the Town of Frostburg, Maryland, the same being Lot No. 7 of Block No. 2, of Frost Heirs as shown on a plat of said addition which is recorded in Liber 41, folio 700, also in judgment record No. 15, folio 491, of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a stake standing at the end of the first line of Lot No. 6 of said Addition and continuing North 39 degrees West 60 feet to Center Street, (now Chestnut Street) and with it North 51 degrees East 165 feet to first alley and with it South 39 degrees East 60 feet to the end of the second line of Lot No. 6, and thence South 51 degrees West 165 feet to the beginning.

IT BEING the same land conveyed to John Gerlock by a deed from William R. Percy, et ux, dated July 1, 1889, and recorded in Liber No. 66, folio 691 of the Land Records of Allegany County, Maryland, (See also deed from Elizabeth Miller Gerlock to Charles H. Gerlock dated October 1, 1930, and recorded in Liber No. 164 folio 213 of the Land Records.)

The improvements on said lot consist of a two-story frame building with composition roof, 7 rooms, bath, gas furnace and electric.

Your Trustees further report that they would recommend to the Court that said property be sold to the said John T. Nelson at and for the sum of \$8,000.00, as the same has been standing idle for a long period of time and the owners of said property are old people and if it is not sold soon, they will not have any benefits from the ownership thereof and they therefore recommend that the sale be ratified and confirmed to John T. Nelson of Highland, Montgomery County, Maryland, at and for the sum of \$8,000.00.

Respectfully submitted.

Edward J. Ryan
Edward J. Ryan, Trustee

Leslie J. Clark
Leslie J. Clark, Trustee

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 16th day of April, 1971, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Edward J. Ryan and Leslie J. Clark, Trustees in the above entitled cause, and each made oath in due form of law that the matters, facts and things contained in the foregoing Report of Sale are true and correct and that the sale was fairly made.

WITNESS my hand and Notarial Seal.



Mary O. Wilson
Notary Public

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

LENORE GERLOCK DANIEL and
BRENT DANIEL, her husband

*

vs.

NO. 29,401 EQUITY

*

KATHY GERLOCK, et al

*

Filed May 20, 1971

ORDER NISI

ORDERED, This 20 day of May, 1971, by the Circuit Court for Allegany County, Maryland, in Equity, that unless cause to the contrary be shown on or before the 21 day of June, 1971, that the sale made and reported in the above cause, be ratified and confirmed, provided a copy of this Order be published in some newspaper in Allegany County, Maryland, once a week for three successive weeks before the 14th day of June, 1971.

The report states the amount of sale to be \$8,000.00.

Paul C. Haberlein
Clerk

Filed June 16, 1971

FINAL ORDER

No cause to the contrary having been shown as provided by the preceding Order, a Certificate of the publication of which has heretofore been filed, it is thereupon, this 16th day of June, 1971, by the Circuit Court for Allegany County, Maryland, Adjudged, Ordered and Decreed that the sale made and reported as above, be, and the same is hereby ratified and confirmed and the Trustees are allowed \$550⁰⁰ as compensation for their care and fidelity for handling the said estate in addition to the costs and charges in connection therewith.

Donald C. Houghton
Associate Judge

No Exceptions filed
up to
No Cause/Exception
Test: Paul C. Haberlein
Clerk

Local Rule
BR1

IN THE CIRCUIT COURT
FOR ALLEGANY COUNTY, MARYLAND
Lenore Gerlock Daniel and Brent
Daniel, her husband vs. Kathy Gerlock,
et al.
NO. 29401 EQUITY
ORDER NISI
ORDERED: This 20th day of May, 1971,
by the Circuit Court for Allegany County,
Maryland, in Equity, that unless cause
to the contrary be shown on or before
the 21st day of June, 1971, that the
same made and reported in the above
cause, be ratified and confirmed, pro-
vided a copy of this Order be published
in some newspaper in Allegany County,
Maryland, once a week for three suc-
cessive weeks before the 10th day of June,
1971.
The report states the amount of sale
to be \$8,000.00.
PAUL C. HARTSON,
Clerk
True Copy: True
Paul C. Hartson, Clerk
Adm. T—May 22-29—June 5

Filed June 14, 1971 Cumberland, Md. June 10 1971
This is to Certify, That the annexed Order Nisi #29401 Equity
"Lenore Gerlock Daniel & Brent Daniel vs. Kathy Gerlock, et al"
was published in *The Cumberland Times*, a newspaper printed
in the City of Cumberland, on the following dates:
May 22-29-June 5 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

LIBER 129 PAGE 215

By *Imogene W. Hardinger*

Gen. 117 1M 12-69

LIBER 129 PAGE 215

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

LENORE GERLOCK DANIEL and
BRENT DANIEL

* NO. *29401* EQUITY

VS.

KATHY GERLOCK, ET AL

Filed: June 25, 1971
PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edward J. Ryan and Leslie J. Clark, Trustees
in the above cause, respectfully represents:

That after due and regular proceedings, and the publication of
an Order of Publication giving notice to the unknown heirs, if any,
to appear in this Court on or before some certain date which is
named in said publication, and that after the expiration of the
time required, no one appeared. Thereafter, testimony was taken
and the Court appointed Edward J. Ryan and Leslie J. Clark as
Trustees to make sale of said property. However, after the
appointment of said Trustee, Lenore Daniel and Brent Daniel, her
husband, of 7522 Second Avenue, Takoma Park, Maryland, arranged
for a sale of said property to John Nelson of Highland, Maryland,
for the sum of \$8,000.00, and said sale has been duly reported to
and ratified by the Court. On the ratification thereof, the
purchaser paid to the Trustees the sum of \$8,000.00 which was
duly deposited.

Your Petitioners further represent that the proceedings in the
above cause have been referred to the auditor for the statement of
an account.

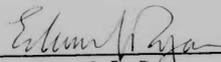
John Gerlock died intestate leaving a son, Charles H. Gerlock,
and a son, John L. Gerlock, who later died intestate, leaving his
brother, Charles H. Gerlock, and his wife, Elizabeth Miller Gerlock,
and that the said Elizabeth Miller Gerlock, by deed dated October
1, 1930, and duly recorded in Liber 164, folio 213 conveyed her

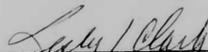
interest in said property to Charles H. Gerlock. The said Charles H. Gerlock, a widower, died intestate, leaving surviving him a daughter, Lenore Gerlock Daniel, who was later married to Brent Daniel and a son, LeRoy Gerlock, Divorced, who died in 1954, leaving surviving him three children, Kathy Gerlock, whose address is unknown, LeRoy Gerlock, Jr. Single, who is said to be deceased and whose address and marital status are unknown, and a female child called Sister Gerlock, whose marital status and address are unknown.

Your Petitioners further represent that they have no knowledge of any other heirs except the said Lenore Daniel who has handled said property for the last twenty or thirty years, collected the rents therefrom, paid the taxes and the upkeep of said property, and who, as far as your Petitioners know, is the actual owner of said property.

Your Petitioners are advised that because of the unknown heirs, it is necessary to have an Order of Court passed directing the auditor in the statement of his account, after the payment of all bills and expenses against said property, to whom he distributed the balance, and your Petitioners believe that the said Lenore Daniel is the sole owner of said property, request the Court pass an Order directing the auditor after the payment of all bills and expenses against said property, to distribute any balance thereon to the said Lenore Gerlock Daniels.

Respectfully submitted.


Edward J. Ryan


Leslie J. Clark

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

LENORE GERLOCK DANIEL and
BRENT DANIEL

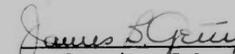
vs.

KATHY GERLOCK, ET AL

*
* NO. 29401 EQUITY
*

O R D E R

Upon the foregoing Petition, it is hereby Ordered this 25th day of June, 1971, by the Circuit Court for Allegany County, Maryland, in Equity, that the Auditor of this Court in the statement of his account in the above cause distribute to Lenore Gerlock Daniel any funds remaining after the payment of all costs in this cause.


Associate Judge

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

LENORE GERLOCK DANIEL and
ROBERT DANIEL, her husband,

vs.

NO. 29,401 EQUITY

KATHY GERLOCK AND THE UNKNOWN
HEIRS OF BESSIE GERLOCK, SINGLE,
ET AL

Filed July 15-1971

IN THE MATTER OF THE SALE of Real Estate in Allegany County, Maryland, of which Charles M. Gerlock, late of Allegany County, Maryland, deceased, intestate, died seised and possessed, assumption of jurisdiction by the Court and the appointment of Trustees to make sale of the property in accordance with a Decree passed the 20th day of May, 1970.

EDWARD J. RYAN, ESQUIRE, AND LESLIE J. CLARK, ESQUIRE, TRUSTEES, in account with the heirs at law of the said Charles M. Gerlock relative to and concerning funds realized from the sale of certain property mentioned in the above cause, and the disbursements and expenditures therein made, and distribution of the balance to the persons in accord with a Decree of this Court, dated June 25, 1971.

DEBITS:

Proceeds of Sale, as reported in the Report of Sale filed in these pro-	\$ 8,000.00
Pro-rata share of 1970-71 State and County Real Estate Taxes, prepaid to June 30, 1971, adjusted as of the 18th day of April, 1971	34.49
Pro-rata share of 1970-71 Town of Frothingham Real Estate Taxes, prepaid to June 30, 1971, adjusted as of the 18th day of April, 1971.	12.70

TOTAL PROCEEDS OF SALE, INCLUDING TAX ADJUSTMENTS

\$ 8,047.19

DISBURSEMENTS:

Edward J. Ryan, Trustee	Refund of Court Costs advanced	15.00
Paul Haberlein, Clerk of Court	Additional Court Costs	28.00
Edward J. Ryan and Leslie J. Clark, Attorneys	Appearance Fee	10.00
Edwin M. Horchler	Examiner	40.00
<u>CARRIED FORWARD</u>		<u>93.00</u>

\$ 9,047.19

BROUGHT FORWARD: ----- \$ 93.00 \$ 9,047.19

DISBURSEMENTS, continued:

Edward J. Ryan and Leslie J. Clark, Trustees	Commissions per Order of Court 6/16/71	550.00
Conlon Agency	Bond Premium	28.00
Times and Allegany Company	Order of Publication	77.50
	Order Nisi	15.00
Matthew J. Mullaney	Auditor	36.00
1/2 Maryland Documentary Stamps		8.60
1/2 Maryland Transfer Tax		20.00

TOTAL DISBURSEMENTS : ----- \$ 810.30

BALANCE FOR DISTRIBUTION BY TRUSTEES PRIOR TO ALLOWANCES FOR PAYMENT OF INHERITANCE TAXES DUE THE STATE OF MARYLAND. \$ 7,236.89

INHERITANCE TAXES DUE THE STATE OF MARYLAND, AND TO BE PAID TO THE REGISTER OF WILLS:

1. 1% Direct Inheritance Tax on interest of Charles Gerlock, he having owned the property at time of his death, and Payable to Register of Wills \$ 78.34 \$ 78.34
2. 1% Direct Inheritance Tax on interest of LeRoy Gerlock, he having died in 1854, having a 1/3 interest in estate after payment of tax due by reason of death of Charles Gerlock, said 1/3 interest being in the amount of \$2,387.18, being 1/3 of \$7,161.55, supra \$ 23.87
3. 7-1/2% Collateral Inheritance Tax on interest of Bessie Gerlock, she having died in 1909, having a 1/3 interest in estate after payment of tax due by reason of death of Charles Gerlock, said 1/3 interest being in the amount of \$2,387.18, being 1/3 of \$7,161.55, supra 179.04

Total Inheritance Taxes due the Register of Wills under 2 and 3 supra \$ 202.21

BALANCE FOR DISTRIBUTION AFTER PAYMENT OF TAXES \$ 6,956.64

DISTRIBUTION

1. TO: LENORE GERLOCK DANIEL, pursuant to Order of Court dated June 25, 1971 \$ 6,956.64 \$ 6,956.64

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

LEONORE GERLOCK DANIEL and
HERBERT DANIEL, her husband,

vs.

KATHY GERLOCK AND THE UNKNOWN
HEIRS OF HERBERT GERLOCK, SINGLE,
ET AL

:
:
NO. 29,401 EQUITY
:

The proceedings are based upon a Bill of Complaint in a Partition Suit filed October 24, 1969, for the sale of certain real estate in and near Frostburg, Allegany County, Maryland, of which Charles H. Gerlock died seized, and intestate; assumption of jurisdiction by the Court, followed by a decree dated May 20, 1970, by which Edward J. Ryan, Esquire, and Leslie J. Clark, Esquire, were appointed Trustees to make sale of the said property.

Report shows that the property was sold at private sale for \$8,000.00, and after allowance for tax adjustments, the amount of the sale price is shown as \$8,047.19.

Disbursements amount to \$613.30, leaving a balance of \$ 7,233.89 to be distributed prior to consideration of inheritance taxes. Your said Auditor has charged the Trustees with the payment of \$275.25 to the Register of Wills as inheritance taxes due the State of Maryland, leaving a balance of \$8,958.64 for distribution. The full amount of \$8,958.64 is distributed to Lenore Gerlock Daniel, pursuant to an order of this Court dated June 25, 1971.

Your Auditor hereby certifies that he has given notice as required by Rule 595 (2) of The Maryland Rules of Procedure to all persons who are known parties to this proceeding.

Respectfully submitted,

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

Filed August 2, 1971

State of Maryland, Allegany County, to-wit:

I hereby Certify, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to *August 2* 1971, and that the costs have been paid.

Paul Kaleneni Clerk.

Ordered this *2nd* day of *August*, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the *Trustee* are hereby directed to pay out the funds accordingly.

Paul Kaleneni

LIBER 129 PAGE 213

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

EX PARTE IN THE MATTER
OF DONALD MENDONCA,
PROTESTING, MARYLAND

No. 29992 EQUITY

Filed April 5, 1971

ORDER OF COURT

The foregoing matter coming on for a hearing, testimony having been taken and considered and the proceedings herein having been carefully examined, and the Court having become satisfied that the relief prayed in the Petition filed herein ought to be granted:

It is thereupon this 5th day of April, 1971, ADJUDGED, ORDERED and DECREED by the Circuit Court for Allegany County, Maryland, that the said Donald Mendonca, Petitioner, is entitled to change his name to Donald Smith, and it is so ordered by this Honorable Court so that the said Donald Mendonca shall henceforth be known as Donald Smith:

And it is further ORDERED and DECREED after due consideration by this Honorable Court that no Order of Publication shall be required in this proceeding.

James St. Grey

LIBER 129 PAGE 214

EX PARTE:

IN THE MATTER OF

AUDREY FRANCES BURNS

* NO. 30103 EQUITY,

* IN THE CIRCUIT COURT FOR

* ALLEGANY COUNTY, MARYLAND

* Filed June 25, 1971

ORDER OF COURT

Upon the foregoing petition and affidavit it is this 25th day of June, 1971, by the Circuit Court for Allegany County, Maryland, ORDERED, that Paul C. Haberlein, Clerk of this Court, be and he is hereby directed to correct the marriage license record in his office as to the license issued on March 11, 1963, to Audrey Margaret Burns by correcting the name of Audrey Frances Burns from Audrey Margaret Burns to Audrey Frances Burns, and to correct all other necessary records to correspond with the said correction on said marriage license application.

Stuart F. Hamill
STUART F. HAMILL, Chief Judge

LIBER 129 PAGE 215

HARRY I. STEGMAIER, ASSIGNEE : NO. 29907 EQUITY
OF MORTGAGE FOR THE PURPOSE :
OF FORECLOSURE :
VS. : IN THE CIRCUIT COURT FOR
JARRETT E. HAINES AND DONNA J. :
HAINES, HIS WIFE : ALLEGANY COUNTY, MARYLAND
..... *7 Feb February 5, 1971*

Statement of account due under mortgage from Jarrett E. Haines and Donna J. Haines, his wife, to the First Federal Savings and Loan Association of Cumberland, dated March 12, 1964, and recorded in Liber 400, Folio 514, one of the Mortgage Records of Allegany County, Maryland.

Amount due on principal of mortgage	\$4,830.28
Interest due	<u>97.33</u>
Total	\$4,927.61

.....

STATE OF MARYLAND
ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY, That on this 5 day of February, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure and made oath in due form of law that the above statement of mortgage account is true and correct, according to the best of his knowledge, information and belief.

WITNESS, my hand and Notarial Seal the day and year last above written.

My Commission Expires: July 1, 1974.

Wm. B. Porter
Notary Public

LIBER 129 PAGE 215

HARRY I. STEGMAIER, ASSIGNEE : NO. 29907 EQUITY
OF MORTGAGE FOR THE PURPOSE :
OF FORECLOSURE :
VS. : IN THE CIRCUIT COURT FOR
JARRETT E. HAINES AND DONNA J. :
HAINES, HIS WIFE. : ALLEGANY COUNTY, MARYLAND
..... FILED: *February 5, 1971*

MR. PAUL HABERLEIN, CLERK:

Please docket suit in the above entitled case, file the within mortgage from Jarrett E. Haines and Donna J. Haines, his wife, to the First Federal Savings and Loan Association of Cumberland, dated March 12, 1964, and recorded in Liber 400, Folio 514, one of the Mortgage Records of Allegany County, Maryland.

Harry I. Stegmaier
Assignee of Mortgage for the
Purpose of Foreclosure

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

LIBER 129 PAGE 237 Liber-13 PAGE-535

No. 29907 Equity

KNOW ALL MEN BY THESE PRESENTS, That we, Harry I. Stegmaier of Cumberland, Maryland, and the Royal Indemnity Company, a corporation authorized to do a bonding business in the State of Maryland, are held and firmly bound to the State of Maryland, in the full and just sum of Five Thousand (\$5,000.00) Dollars, current money, to be paid to the State or its certain attorney, to which payment to be well and truly made and done, we bind ourselves and each of us, our and each of our heirs, personal representatives and successors, jointly and severally, firmly by these presents, sealed with our seals this 5th day of February, 1971.

WHEREAS, by mortgage dated the 12th day of March, 1964, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber 400, Folio 514, Jarrett E. Haines and Donna J. Haines, his wife, conveyed all the property therein mentioned and described to the First Federal Savings and Loan Association of Cumberland, a corporation and

WHEREAS, by assignment dated the 5th day of February, 1971, the said First Federal Savings and Loan Association of Cumberland, a corporation, assigned the aforesaid mortgage to Harry I. Stegmaier for the purpose of foreclosure which said assignment was duly recorded in said Liber and Folio of said mortgage; and

WHEREAS, default has occurred in the payment of the principal debt of the said mortgage and in the terms and conditions of said mortgage above referred to, and Harry I. Stegmaier, Assignee, has advertised said property for sale under the said mortgage.

NOW, THEREFORE, if the said Harry I. Stegmaier, Assignee, shall well and truly account for and pay over the proceeds of the sale of said mortgaged property and shall obey any order or decree passed by any court having jurisdiction in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Harry I. Stegmaier (SEAL)
HARRY I. STEGMAIER, Assignee

THE ROYAL INDEMNITY COMPANY

BY *Edward A. ...*
Attorney-in-Fact

WITNESS:

Linda M. ...

FILED AND APPROVED
February 7, 1971
Paul G. ...

LIBER 129 PAGE 238

HARRY I. STEGMAIER, ASSIGNEE : NO. 29907 EQUITY
OF MORTGAGE FOR THE PURPOSE : IN THE CIRCUIT COURT FOR
OF FORECLOSURE : ALLEGANY COUNTY, MARYLAND
VS. :

JARRETT E. HAINES AND DONNA J. :

HAINES, HIS WIFE. :

....

FILED: February 16, 1971
....

AFFIDAVIT

STATE OF MARYLAND:

ALLEGANY COUNTY, TO WIT:

THIS IS TO CERTIFY, That on this 17th Day of February, 1971, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared HARRY I. STEGMAIER, Assignee of Mortgage for the purpose of foreclosure, and he made oath in due form of law that Rule W74a2, paragraph Subsection 2 (b) as amended to take effect November 1, 1969, as to notice to the mortgagees by Registered mail has been complied with.

WITNESS, my hand and Notarial seal the day and year first above written.

My Commission Expires: July 1, 1974.

Wm. B. ...
NOTARY PUBLIC

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

(FILED AND RECORDED MARCH 17th 1964 AT 1:30 P.M.)

This Mortgage, Made this 12th day of March in the year Nineteen Hundred and sixty-four by and between

JARRETT E. HAINES and DONNA J. HAINES, his wife,

LIBER 129 PAGE 219

of Allegany County, in the State of Maryland, parties of the first part hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of ---Eight Thousand----- (\$8,000.00)--- Dollars which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent, per annum, in the manner following:

By the payment of ---Eighty-nine and 60/100----- (\$89.60)--- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, the due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

ALL that lot, piece or parcel of ground situated on the northerly side of Row Street in the City of Cumberland, Allegany County, and State of Maryland, and described as follows, to-wit:

BEGINNING for the same at a point on the northerly side of Row Street (as now located) at the end of a line drawn North 87 degrees East 26.7 feet from its intersection with the northeasterly side of North Mechanic Street, said point of beginning being also at the intersection of said Row Street with a line drawn parallel with and distant 1.8 feet westwardly from the face of the westerly wall of the brick dwelling located on the lot hereby intended to be conveyed and running thence with said Row Street, North 87 degrees East 30.2 feet to intersect a line drawn parallel with and distant 3 feet eastwardly from the face of the easterly wall of the brick dwelling aforesaid; thence reversing said intersecting line, North 24 degrees 41 minutes East 102.5 feet to the southerly side of an alley 10 feet wide; and with it, North 59 degrees West 10 feet; thence North 27 degrees 2 minutes East 5 feet; thence North 60 degrees 25 minutes West 17 feet to intersect the aforesaid line drawn parallel with and distant 1.8 feet westwardly from the face of the westerly wall of the brick dwelling aforesaid, located on the lot hereby conveyed; and thence reversing said intersecting line, South 24 degrees 41 minutes West 124.3 feet to the place of BEGINNING.

LIBER 129 PAGE 229

BEING the same property which was conveyed unto the parties of the first part by deed of Harry I. Stegmaier, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$1500.00 nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance to be used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Art. 66, Sec. 2 of the Annotated Code of Maryland, (1957) or any amendments thereto.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or within the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together, with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and the presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least the mortgage indebtedness and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors

Attest:

<u>Betty W. Price</u>	<u>Jarrett E. Haines</u> [SEAL]
	Jarrett E. Haines [SEAL]
<u>Betty W. Price</u>	<u>Donna J. Haines</u> [SEAL]
	Donna J. Haines [SEAL]

State of Maryland,
Allegany County, to-wit;

I hereby certify, That on this 12th day of March

in the year nineteen hundred and sixty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JARRETT E. HAINES and DONNA J. HAINES, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Betty W. Price agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bonafide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission Expires: May 3, 1965.

William H. Harman
Notary Public.

HARRY I. STEGMAIER, ASSIGNEE * NO. 29907 EQUITY
OF MORTGAGE FOR THE PURPOSE *
OF FORECLOSURE * IN THE CIRCUIT COURT FOR
VS. *
JARRETT E. HAINES AND DONNA J. * ALLEGANY COUNTY, MARYLAND
HAINES, HIS WIFE. *Filed March 2, 1971*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, filed in the above entitled case, said Assignee after having given bond with the security for the faithful discharge and exercise of said power of sale, which bond was duly approved and after having given notice of the time, place and manner and terms of said by Advertisement inserted in "The Cumberland Times", a newspaper published in the City of Cumberland, Allegany County, Maryland, for twenty (20) days preceding the day of sale, a copy of which said advertisement is hereto annexed, your Assignee pursuant to said notice and under and by virtue of the aforesaid power of sale did attend in front of the Allegany County Court House, Washington Street, Cumberland, Maryland, on Monday, March 1, 1971, at 10:00 o'clock A.M., and then and there offered for sale the property mentioned in the aforesaid advertisement hereto annexed. Said sale was called by Glenn Isner, an experienced auctioneer, for about half an hour, and your Assignee aforesaid sold said property as follows, to wit:

ALL that lot, piece or parcel of ground situated on the northerly side of Bow Street in the City of Cumberland, Allegany County, and State of Maryland, and described as follows, to wit:

BEGINNING for the same at a point on the northerly side of Bow Street (as now located) at the end of a line drawn North 87 degrees East 26.7 feet from its intersection with the north-easterly side of North Mechanic Street, said point of beginning being also at the intersection of said Bow Street with a line drawn parallel with and distant 1.8 feet westwardly from the face of the westerly wall of the brick dwelling located on the lot hereby intended to be conveyed and running thence with said Bow Street, North 87 degrees East 30.2 feet to intersect a line drawn parallel with and distant 3 feet eastwardly from the face of the easterly

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

wall of the brick dwelling aforesaid; thence reversing said intersecting line, North 24 degrees 41 minutes East 102.5 feet to the southerly side of an alley 10 feet wide; and with it, North 59 degrees West 10 feet; thence North 27 degrees 2 minutes East 5 feet; thence North 60 degrees 25 minutes West 17 feet to intersect the aforesaid line drawn parallel with and distant 1.8 feet westwardly from the face of the westerly wall of the brick dwelling aforementioned, located on the lot hereby conveyed; and thence reversing said intersecting line, South 24 degrees 41 minutes West 124.3 feet to the place of BEGINNING.

BEING the same property which was conveyed unto Jarrett E. Haines and Donna J. Haines, his wife, by deed of Harry I. Stegmaier, dated March 12, 1964, recorded in Liber 369, Folio 222, one of the Land Records of Allegany County, Maryland.

Your Assignee sold said property for the sum of Five Thousand Two Hundred (\$5,200.00) Dollars, unto The First Federal Savings & Loan Association of Cumberland, it being then and there the highest bidder for said property and the said purchaser has made satisfactory arrangements with your Assignee for the payment of the purchase price upon the ratification of the sale.

All of which is respectfully submitted.

Harry I. Stegmaier
Harry I. Stegmaier, Assignee of
Mortgage for the Purpose of
Foreclosure

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of March, 1971, before me, the subscriber, a Notary Public of and for the State of Maryland, in and for the County of Allegany, personally appeared Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, and made oath in due form of law that the matters and facts stated in the aforesaid Report of Sale are true and correct and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires: July 1, 1974.

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

Arthur B. Porter
Notary Public

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HARRY I. STEGMAIER, ASSIGNEE * NO. 29907 EQUITY
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE *
VS. IN THE CIRCUIT COURT FOR
JARRETT E. HAINES AND DONNA J. *
HAINES, HIS WIFE. * ALLEGANY COUNTY, MARYLAND
FILED: March 20 1971

ORDER NISI

Ordered this 2nd day of March, 1971, by the
Circuit Court for Allegany County, Maryland, sitting in Equity,
that the sale made and reported in the above entitled cause by
Harry I. Stegmaier, Assignee of Mortgage for the Purpose of
Foreclosure, be ratified and confirmed unless cause to the
contrary thereof be shown on or before the 5th day of
April, 1971, provided a copy of this Order be published in
some newspaper published in Allegany County, Maryland, once a
week for three successive weeks before the 26th day of
March, 1971.

This report states the amount of sale to be \$5,200.00.

Paul C. Haberlein
Paul C. Haberlein, Clerk

FINAL ORDER

Ordered this 6th day of April, 1971, by the
Circuit Court for Allegany County, Maryland, sitting in
Equity, that the sale made and reported as above, be and the
same is hereby ratified and confirmed, no cause to the
contrary having been shown although due notice appears to
have been given by the preceding Order, a certificate of
the publication of which is hereby filed.

Harold E. Naughton

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

No Executions filed up to
No C. of D. filed up to
Filed April 6, 1971
Paul C. Haberlein
Clerk

ASSIGNEE'S SALE OF VALUABLE
DWELLING LOCATED AT NO. 320 BOW
STREET, IN THE CITY OF
CUMBERLAND, ALLEGANY COUNTY,
MARYLAND

Under and by virtue of the power of
sale contained in a certain mortgage
dated March 12, 1964, and recorded in
Liber 406, Page 316, one of the Mortgage
Records of Allegany County, Maryland,
which mortgage is now in default in
the payments and conditions thereof, the
undersigned as Assignee of said mortgagor,
will sell at public auction in front of the
Allegany County Court House, Washing-
ton Street, Cumberland, Maryland, on
Monday, March 1, 1971, at 10:00 o'clock
A. M. the following described property
to wit:

ALL that lot, piece or parcel of
ground situated on the northerly side of
Bow Street in the City of Cumberland,
Allegany County, and State of Maryland,
and described as follows, to wit:

BEGINNING for the same at a point
on the northerly side of Bow Street (as
now located) at the end of a line drawn
North 87 degrees East 26.7 feet from the
intersection with the northerly side of
North Mechanic Street, said point of
beginning being also at the intersection
of said Bow Street with a line drawn
parallel with and distant 1.8 feet west
wardly from the face of the westerly
wall of the brick dwelling located on
the lot hereby intended to be conveyed
and running thence with said Bow Street,
North 87 degrees East 20.2 feet to
intersect a line drawn parallel with and
of the easterly wall of the brick dwell-
ing siting thereon, thence reversing said inter-
secting line, North 24 degrees 41 minutes
East 102.5 feet to the southerly side
of an alley 10 feet wide; and with it,
North 26 degrees West 18 feet; thence
North 27 degrees 3 minutes East 8 feet;
thence North 60 degrees 25 minutes West
17 feet to intersect the aforesaid line
drawn parallel with and distant 1.8 feet
westwardly from the face of the westerly
wall of the brick dwelling abovementioned,
located on the lot hereby conveyed; and
thence reversing said intersecting line,
South 24 degrees 41 minutes West 126.3
feet to the place of BEGINNING.

BEING the same property which was
conveyed unto Jarrett E. Haines and
Donna J. Haines, his wife, by deed of
Harry I. Stegmaier, dated March 12,
1964, recorded in Liber 398, Page 222,
one of the Land Records of Allegany
County, Maryland.

This property is improved by a two-
story family brick dwelling, containing
main rooms with two baths; hot water fur-
nace heat, with water and electricity,
a good state of repair.

TERMS OF SALE: One-third cash on
day of sale and balance on delivery of
good and sufficient deed to the pur-
chaser thereof.

All state and county taxes will be ad-
justed to the date of sale.
HARRY I. STEGMAIER
Assignee of Mortgage for the
Purpose of Foreclosure
Adv. T.-Feb. 6-13-20-27

LREF 129 PAGE 285

No. 29907
Filed March 2, 1971
Cumberland, Md. March 2, 1971
This is to Certify, That the annexed Assignee's Sale
of 320 Bow St., Cumberland, Maryland - Jarrett E. & Donna J. Haines
was published in The Cumberland TIMES, a newspaper printed
in the City of Cumberland, on the following dates:

February 6-13-20-27, 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By: *Imogen M. Hardinger*

LIBER 129 PAGE 267

HARRY I. STEGMAIER, ASSIGNEE • NO. 29907 EQUITY
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE IN THE CIRCUIT COURT FOR
VS. ALLEGANY COUNTY, MARYLAND
JARRETT E. HAINES AND DONNA J. HAINES, HIS WIFE. *Filed March 3, 1971*

AFFIDAVIT OF PURCHASER

This is to certify that pursuant to Rule BR 63 of the Maryland Rules of Procedure (1961 ed.) on this 3rd day of March, 1971, before me, in the State of Maryland, the subscriber, personally appeared Lynn C. Lashley, President of the First Federal Savings and Loan Association of Cumberland, satisfactorily proven and identified and being first duly sworn did make oath that the matters and facts herein concerning the purchase by the First Federal Savings and Loan Association of Cumberland of certain property located at 320 Bow Street, Cumberland, Allegany County, Maryland, which said sale was reported to this Court by Harry I. Stegmaier, Assignee of Mortgage for the purpose of foreclosure on the 2nd day of March, 1971, are true and correct to the best of his knowledge, information and belief.

- (1) That said purchaser was not acting as agent for anyone.
- (2) That there are no others interested as principals.
- (3) That said purchaser has not directly or indirectly discouraged anyone from bidding for the said property.

Lynn C. Lashley
Lynn C. Lashley, President of the
First Federal Savings and Loan
Association of Cumberland,
Maryland

WITNESS my hand and Notarial Seal on the date above written.

My Commission Expires: July 1, 1974.

Christa B. Porter
Notary Public

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

HARRY I. STEGMAIER, Assignee of Mortgage for the Purpose of Foreclosure vs. Jarrett E. Haines and Donna J. Haines, His Wife.
NO. 29907 EQUITY
In The Circuit Court For Allegany County, Maryland Filed:
ORDER NISI
Ordered this 2nd day of March, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported in the above entitled case by Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 5th day of April, 1971, provided a copy of this Order be published in some newspaper published in Allegany County, Maryland, once a week for three successive weeks before the 5th day of March, 1971.
This report states the amount of sale to be \$2500.00.
PAUL C. HABERLEIN, Clerk
True Copy: Test
Paul C. Haberlein, Clerk
Adv. 8-7 Mar. 6-15-71

LIBER 129 PAGE 268

Filed April 6, 1971 Cumberland, Md. April 5 1971

This is to Certify, That the annexed Order Nisi
29907 Equity "Jarrett E. & Donna J. Haines"
was published in The Cumberland TIMES, a newspaper printed
in the City of Cumberland, on the following dates:

March 6-13-70 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

Gen. 117 IM 12-69

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

HARRY I. STEGMAIER, ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

VS.

NO. 29,907 EQUITY

JARRETT E. HAINES and DONNA J.
HAINES, HIS WIFE.: *Lic. April 16-1971*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor respectfully submits herewith his Report in
the above entitled cause.The proceedings constitute the foreclosure of a Mortgage
by the Assignee for that purpose.The Mortgage Indebtedness is shown as \$4,927.61, including
interest, as shown by Statement of Mortgage Debt filed in these proceedings.Proceeds of Sale, including adjustment for taxes, amount
to \$5,280.80.Disbursements, including Court costs, Assignee's
Commissions, advertising, Auditor, etc. aggregate \$1,188.31, and which said
amount when deducted from the proceeds of sale leaves a balance of \$4,092.49
available for distribution.The full amount of \$4,092.49 is distributed to First Federal
Savings and Loan Association on account of the aforesaid Mortgage Indebtedness,
leaving a balance of \$835.12 due and owing said Mortgage by the Mortgagors herein.Your Auditor hereby certifies that he has complied with
Rule 585 (2) of The Maryland Rules of Procedure relative to the giving of notice
to all proper parties of the filing of this Audit in and with this Court.

Respectfully submitted,

Matthew J. Mullane
Matthew J. Mullane-Auditor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

HARRY I. STEGMAIER, ASSIGNEE
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE,

VS.

NO. 29,907 EQUITY.

JARRETT E. HAINES and DONNA J.
HAINES, His wife

IN THE MATTER OF the foreclosure of a Mortgage from Jarrett
E. Haines and Donna J. Haines, his wife, to The First Federal Savings and Loan
Association of Cumberland, a body corporate, dated March 12, 1964, and recorded
March 17, 1964, among the Mortgage Records of Allegany County, Maryland, in Liber
No. 400, folio 514, and duly assigned to Harry I. Stegmaier, Esquire, for the
purpose of foreclosure.

HARRY I. STEGMAIER, ESQUIRE, ASSIGNEE, in account with
Jarrett E. Haines and Donna J. Haines, his wife, relative to and concerning
funds realized from sale of property described in the above Mortgage and the
disbursements and expenditures therein made.

MORTGAGE INDEBTEDNESS:

Balance due on Mortgage, per Statement of Mortgage Debt as filed in these proceedings	\$ 4,927.61
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PROCEEDS OF SALE:

As reported in Report of Sale filed in these proceedings	\$ 5,200.00
Pro-rata share of 1970-71 State and County Real Estate Taxes, prepaid to July 1, 1971	51.88
Pro-rata share of 1970-71 City of Cumberland Real Estate Taxes, prepaid to July 1, 1971	28.92
TOTAL PROCEEDS OF SALE, as adjusted	\$ 5,280.80

DISBURSEMENTS:

First Federal Savings and Loan Association	Reimbursement for Court costs advanced	\$ 15.00
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CARRIED FORWARD

\$ 15.00	\$ 5,280.80	\$ 4,927.61
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BROUGHT FORWARD - - - - - \$ 15.00 \$ 5,280.80 \$ 4,927.61

DISBURSEMENTS, continued:

Paul C. Haberlein, Clerk	Additional Costs	22.00
Harry I. Stegmaler, Assignee	Appearance Fee	10.00
Harry I. Stegmaler, Assignee	Assignee's Commissions of 8% of \$5,200.00	416.00
Kendall Agency	Bond Premium	35.00
Times and Alleghenian Co.	Advertisement of Sale	\$ 43.75
Order Mist	15.00	58.75
Glen Isner,	Auctioneer	20.00
Matthew J. Mullaney	Auditor	27.00
1968-70 State and County Real Estate Taxes		145.91
1970-71 State and County Real Estate Taxes		156.42
1968-69 City Real Estate Taxes		89.28
1968-70 City Real Estate Taxes		83.56
1970-71 City Real Estate Taxes		87.19
1/2 Maryland Documentary Stamp		6.05
1/2 Maryland Transfer Tax		13.00
Mayor and City Council of Cumberland, Maryland.	Water Rent	3.15

TOTAL DISBURSEMENTS \$ 1,188.31

APPLICABLE TO DISTRIBUTION \$ 4,092.49

DISTRIBUTION

1. To: First Federal Savings and Loan Association of Cumberland	FIRST MORTGAGEE	\$ 4,092.49
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BALANCE DUE AND OWING TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION BY MORTGAGORS ON ACCOUNT OF MORTGAGE INDEBTEDNESS		\$ 835.12
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Matthew J. Mullaney
Matthew J. Mullaney, Auditor

State of Maryland, Allegany County, to-wit: 7th day May 3, 1971

I Herby Certify, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to May 3 1971, and that the costs have been paid.

Paul C. Haberlein Clerk

Ordered this 3rd day of May, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the assignee are hereby directed to pay out the funds accordingly.

Paul C. Haberlein

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE, :
Plaintiff : NO. 29994 EQUITY
vs. : Filed April 6, 1971
DONALD E. MOSES AND BARBARA :
JEAN MOSES, HIS WIFE, :
Defendants :

ORDER TO DOCKET SUIT

Paul C. Haberlein, Esquire
Clerk of Circuit Court

Mr. Clerk:

Please docket suit in the above-entitled case and file the attached mortgage, now in default, from Donald E. Moses and Barbara Jean Moses, his wife, to Liberty Trust Company of Maryland dated December 9, 1968, and recorded on December 12, 1968, in Liber No. 451, folio 292 of the Mortgage Records of Allegany County, Maryland, said mortgage having been assigned to George R. Hughes, Jr., on April 6, 1971, by Liberty Trust Company of Maryland for the purpose of foreclosure.

George R. Hughes, Jr.
George R. Hughes, Jr., Assignee of Mortgage
for the purpose of Foreclosure

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE, :
Plaintiff, : NO. 29994 EQUITY
vs. : Filed April 6, 1971
DONALD E. MOSES AND BARBARA :
JEAN MOSES, HIS WIFE, :
Defendants :

STATEMENT OF MORTGAGE DEBT

Statement of the debt presently due and owing under the Mortgage from Donald E. Moses and Barbara Jean Moses, his wife, to Liberty Trust Company of Maryland, dated December 9, 1968, and recorded on December 12, 1968, in Liber No. 451, folio 292, of the Mortgage Records of Allegany County, Maryland, in as follows:

Principal indebtedness now due under mortgage:	\$ 10,669.87
Interest at 7% per annum from April 9, 1970, to May 1, 1971, date of sale:	792.53
Late charges (\$42.96) and fire insurance premium (\$21.25)	<u>64.21</u>
Total due under mortgage to date of sale:	\$ 11,526.61

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this April 6, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George R. Hughes, Jr., Assignee, satisfactorily identified to me, and he made oath in due form of law that the above "Statement of Mortgage Debt" is true and correct to the best of his information, knowledge and belief.

WITNESS my hand and Notarial Seal on the date above written.

Rita J. Burton
Notary Public

My Commission Expires: July 1, 1974.

LIBER 129 PAGE 235

ASSIGNEE'S SALE *No. 29994 Equity*
OF *Filed April 8, 1971*
VALUABLE REAL PROPERTY SITUATED ON THE
SOUTHERLY SIDE OF FRONT STREET IN THE
TOWN OF LONACONING, ELECTION DISTRICT
NO. 15, ALLEGANY COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a certain mortgage dated December 9, 1968, and recorded on December 12, 1968, in Liber No. 451, folio 292, of the Mortgage Records of Allegany County, Maryland, which said mortgage is now in default in the terms, covenants and conditions thereof, the undersigned, as Assignee of said Mortgage for the Purpose of Foreclosure, will sell at public auction along side the Liberty Trust Company of Maryland building, at the intersection of Main Street and Douglas Avenue, in the Town of Lonaconing, Allegany County, Maryland, on

SATURDAY MORNING, MAY 1, 1971, AT
11:00 A.M., EASTERN DAYLIGHT SAVINGS TIME,

the following property, to wit:

All that lot, piece or parcel of land situate on Front Street in the town of Lonaconing, Allegany County, State of Maryland, being the "First Parcel" described in a deed from Lutalie W. Hodgson dated July 25, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, folio 47, and therein described as follows, to-wit:

BEGINNING at the beginning of a deed dated July 17, 1867, from the Georges Creek Coal and Iron Company to Alcinda E. Porter and recorded among the Land Records of Allegany County, Maryland, in Liber No. 26, folio 616 on Front Street, and running thence with the first line of said deed, and also with the first line of a deed dated April 3, 1868, from the Georges Creek Coal and Iron Company to Alcinda E. Porter and recorded among the Land Records of Allegany County in Liber No. 28, folio 202, South 22 degrees East 132 feet, thence with a part of the second line of the deed of April 3, 1868, (as therein described), South 68 degrees West 55 feet; thence leaving said second line and parallel with the first line of this deed, North 22 degrees West, 132 feet to

LIBER 129 PAGE 235

Front Street, thence with Front Street and with the 4th line of the deed of July 17, 1867, (as therein described) North 68 degrees East, 55 feet to the place of beginning.

Being the same property which was conveyed unto the said Donald E. Moses and Barbara Jean Moses, his wife, by Nelson Humes and Alice M. Humes, his wife, by deed dated May 6, 1968, and recorded in Liber No. 419, folio 102, one of the Land Records of Allegany County, Maryland.

This property is improved by a two-story frame dwelling, with basement, divided into three apartments containing in all eleven rooms and three baths, with new gas-fired furnace (steam heat), and served by electricity, gas and municipal sewage system and water supply, all of which is situated on a paved street with sidewalk, said improvements being in a fair state of repair.

All taxes, including state, county and town of Lonaconing taxes, as well as any water rent, sewage charges and insurance premiums will be adjusted to the date of sale.

Terms of Sale: One-third down on date of sale, and balance of sale price upon final ratification of report of sale.

Said Assignee reserves the right to withdraw said property from said sale in the absence of a reasonable bid therefor.

George R. Hughes, Jr.
George R. Hughes, Jr., Assignee of
Mortgage for the Purpose of Foreclosure

(Filed and Recorded December 12, 1968 @ 11:00 A.M.)

MORTGAGE - LIBERTY TRUST COMPANY, MARYLAND

LIBER 129 PAGE 237

No. 2999 of Equity
Filed Apr. 6, 1974

This Mortgage, Made this 9th day of December 1968, by and between

Donald E. Moses and Barbara Jean Moses, his wife, and Nelson Humes, widower,
of Allegany County, Maryland of the first part, hereinafter sometimes called Mortgagor, which ex-
pression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may
require, and LIBERTY TRUST COMPANY OF MARYLAND, a corporation duly incorporated under the laws of Maryland,
and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter some-
times called Mortgagee.

WITNESSETH:

WHEREAS, said Mortgagor stands justly and bona fide indebted unto said Mortgagee in the full sum of Eleven
Thousand----- (\$ 11,000.00) Dollars, this day loaned by said Mortgagee, receipt of which is acknowledged
by said Mortgagor, together with interest thereon at the rate of 7% percent per annum, which said principal indebted-
ness, together with said interest thereon, said Mortgagor covenants and agrees to pay in full to said Mortgagee in
years, the same to be paid in monthly installments of Eighty-Five and 29/100-----
(\$ 85.29) Dollars each, beginning with the 9th day
of January 19 69, and continuing each successive month thereafter on said date until said entire principal in-
debtedness, together with said interest thereon, shall have been paid in full; each of said installments shall be applied first
to the payment of said interest then due, and the balance, if any, shall be applied to the amortization of said principal indebt-
edness hereunder. This indebtedness is also secured by a promissory note of even date and tenor herewith from said Mort-
gagor to said Mortgagee. The Mortgagor shall have the right to pay any or all of the principal indebtedness of said mortgage
at any time.

WHEREAS, it is covenanted and agreed by and between the parties hereto that in the event of a transfer or change
of ownership in the property hereinafter described without the written consent of the Mortgagee, then the entire mortgage
indebtedness shall immediately become due and payable at the option of the Mortgagee.

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar and other good and valuable con-
siderations, receipt whereof is hereby acknowledged, the Mortgagor does give, grant, convey and confirm unto the Mortgagee,
as successors and assigns, the following property, to wit:

All that lot, piece or parcel of land situate on Front Street in the Town
of Lonaconing, Allegany County, State of Maryland, being the "First Parcel" described in
a deed from Lutalio W. Hodgson dated July 25, and recorded among the Land Records of
Allegany County, Maryland, in Liber No. 212, folio 47, and therein described as follows,
to-wit:

BEGINNING at the beginning of a deed dated July 17, 1867, from the
Georges Creek Coal and Iron Company to Alcinda E. Porter and recorded among the Land
Records of Allegany County, Maryland, in Liber No. 26, folio 616, on Front Street, and
running thence with the first line of said deed, and also with the first line of a deed
dated April 3, 1868, from the Georges Creek Coal and Iron Company to Alcinda E. Porter
and recorded among the Land Records of Allegany County in Liber No. 28, folio 202, South
22 degrees East 132 feet, thence with a part of the second line of the deed of April 3, 1868,
(as therein described) South 68 degrees West 55 feet; thence leaving said second line and
parallel with the first line of this deed North 22 degrees West 132 feet to Front Street,
thence with Front Street and with the 4th line of the deed of July 17, 1867, (as therein
described) North 68 degrees East 55 feet to the place of beginning.

Being the same property which was conveyed unto the said mortgagors
by Nelson Humes and Alice M. Humes, his wife, by deed dated the 6th day of May,
1968, and recorded in Liber No. 419, folio 102, one of the Land Records of Allegany
County, Maryland.

The said Nelson Humes, widower, joins in this mortgage to convey
any interest he has unto the said mortgagee, as life tenant.



LIBER 129 PAGE 238

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and
appurtenances thereto belonging or in anywise appertaining, including all storm doors, storm windows, heating, gas and
plumbing apparatus and fixtures, and all rents, issues and profits accruing from the property hereby mortgaged.

TO HAVE AND TO HOLD the said above described property unto the Mortgagee, its successors and assigns, in fee
simple forever.

PROVIDED, that if the Mortgagor, his heirs, personal representatives or assigns, shall pay the said mortgage indebt-
edness and interest thereon from the date hereof, and shall perform all of the covenants and agreements herein on his part
contained, then this Mortgage shall be void.

The Mortgagor hereby covenants as follows:

A. To pay the mortgage debt and interest thereon; and to pay, when due, all taxes, assessments, public and other
dues and other charges levied or assessed or which may be levied or assessed on the property hereby mortgaged and on the
mortgage debt and interest, mortgage life insurance premiums if required by Mortgagee, mortgage guaranty insurance
premiums if required by Mortgagee, and upon payment thereof to exhibit to the Mortgagee the receipted bills therefor, at
the place of business of the Mortgagee, or if requested by the Mortgagee, to pay in consecutive monthly installments at the
time when principal and interest payments are due, a sum equal to one-twelfth of the annual taxes, and other charges afore-
said, and fire and other hazard insurance premiums, to enable the Mortgagee to pay the same when due; and not to permit
any lien or encumbrance on the mortgaged premises superior to the lien of this mortgage.

B. To pay a late charge not to exceed five cents for each dollar of delinquent principal and interest, or a minimum
charge of \$2.00, whichever is greater, on each payment more than fifteen days in arrears, to cover the extra expense involved
in handling delinquent payments.

C. To keep all buildings and improvements subject hereto in good and substantial repair and not permit nor suffer
any waste thereof, nor tear down nor materially change, nor permit to be torn down or materially changed the improvements
on the property hereby mortgaged, without the written consent of the Mortgagee.

D. To keep the buildings and improvements upon the property hereby mortgaged insured from loss by fire, war
damage, if available, and such other hazards as may be required by the Mortgagee, in such insurance companies and in
such amounts as may be satisfactory to the Mortgagee, and to cause a standard mortgagee clause satisfactory to the Mort-
gagee, to be attached to such policies and all payments thereunder shall be made to the sole order of the Mortgagee as its
interest may appear; and to deliver all such policies to the Mortgagee to be kept by it; and at the option of the Mortgagee,
the proceeds of the insurance may be applied by the Mortgagee to the cost, in whole or in part, of restoring or repairing
any damage done by fire, or to payment of the mortgage debt.

E. To comply promptly with all laws, ordinances and regulations affecting said premises or their use.

F. To warrant specially the said premises hereby mortgaged and to execute such further assurances thereof as
may be requisite.

The parties hereto further covenant and agree as follows:

1. That, in the event of any default in any covenant of this Mortgage, or in the event a receiver or trustee is appoint-
ed for the property of the Mortgagor, or any of them (if there be more than one), either in bankruptcy or in equity, or in
case the Mortgagor, or any of them (if there be more than one), execute a deed of trust of their property for the benefit of
creditors or in the event of any transfer of the said premises by the Mortgagor without the consent in writing of the Mort-
gagee, then the whole mortgage indebtedness shall, at the option of the Mortgagee, be and become due and payable, and,
whether or not such option is exercised, interest shall run from such time at the rate as specified in the terms of this
mortgage.

2. That the Mortgagor, in accordance with the Maryland Rules of Practice and Procedure and provisions of Art.
66 of the Code of Public General Laws of Maryland, or of any other general or local laws of the State of Maryland relating
to mortgages including any amendments thereof or supplements or additions thereto which do not materially impair the remedy,
(i) does hereby assent to the passage of a decree for the sale of the property hereby mortgaged in the event of any default in
any of the covenants or conditions of this mortgage, and (ii) does hereby authorize, in the event of any default in any of the
covenants or conditions of this mortgage, the Mortgagee, its successors and assigns, or George R. Hughes, Jr.,
its attorney, to sell the mortgaged property. Any such sale, whether under the assent to a decree
or power of sale, may be made by the person authorized to sell, either as an entirety or in such separate parcels and on such
separate terms and at such places and in such manner as they, or he, may deem advisable.

3. That, upon any sale of said premises under this Mortgage whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including such counsel fee as the court may deem proper, and also a commission of eight percent to the party making the sale, and also any liens prior to the lien of this mortgage unless said sale is made subject to such prior liens; second, to the payment of all claims of the Mortgagee hereunder; and third, the balance, if any, to the Mortgagor, or to any person or persons entitled thereto.

4. That, immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission of four percent of the total amount of the mortgage indebtedness, principal and interest, then due, and such party shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions.

5. That, should the Mortgagor fail or neglect to pay any taxes, assessments, public and other dues or charges which may be levied or assessed on the property hereby mortgaged or on the mortgage debt and interest, when due, or to pay mortgage life insurance premiums and mortgage guaranty insurance premiums if required by Mortgagee, or to keep the premises insured as agreed herein, the Mortgagee may make such payments or insure the said premises against such loss as such an amount as may be necessary to secure the mortgage indebtedness, and such sum or sums so paid shall be added to the principal of the mortgage indebtedness, interest to run thereon at the rate as specified in the terms of this mortgage.

6. That, should all or any part of the property hereby mortgaged be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, shall be paid to the Mortgagee and applied to the payment of the mortgage indebtedness.

7. That, the Mortgagee may at any time renew this Mortgage, extend the time for payment of the mortgage indebtedness or any part thereof or interest thereon and waive any of the covenants or conditions of this Mortgage in whole or in part, either at the request of the Mortgagor or of any person having an interest in the property hereby mortgaged, take or release other security, release any part primarily or secondarily liable on this Mortgage, or such other security, or any part of the property hereby mortgaged, grant extensions, renewals or indulgences therein, or apply to the payment of principal and interest of the mortgage indebtedness any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagor from any of the covenants or conditions of this Mortgage, or the unreleased part of the property herein described from the lien of this mortgage for the amount of the mortgage debt.

8. That, until default be made in any covenant or condition of this Mortgage (but not thereafter), the Mortgagor shall have possession of the property hereby mortgaged. Upon default in any of the covenants or conditions of this Mortgage, the Mortgagee shall be entitled without notice to the Mortgagor to the immediate appointment of a receiver of the property hereby mortgaged to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and upon any default, whether or not a receiver be appointed, the rents and profits of the property hereby mortgaged are hereby assigned to the Mortgagee as additional security.

9. That, the rights, powers, privileges and discretions specifically granted to the Mortgagee under this mortgage are not in limitation of but in addition to those to which the Mortgagee is entitled under any general or local law relating to mortgages in the State of Maryland, now or hereafter existing.

10. That, this Mortgage shall also secure future advances, as provided by Section 2, Article 66 of the Maryland Code as the same may be amended from time to time.

11. That any funds on deposit with the Mortgagee in the name of the Mortgagor and any securities and property given unto, acquired by or left in the possession of the Mortgagee by Mortgagor, whether as collateral security or otherwise, including safekeeping, shall, in the event of any default in any of the covenants of this mortgage, be additional collateral security for any sums due Mortgagee under the terms hereof.

The covenants, agreements, conditions and limitations of or imposed upon the Mortgagor herein shall be binding upon his respective heirs, personal representatives or assigns.

The rights, powers, privileges and discretions to which the Mortgagee may be entitled herein shall inure to its successors and assigns.

IN WITNESS WHEREOF the said Mortgagor has hereunto set his hand and seal the day and year first above mentioned.

ATTEST:

James E. McElwee [SEAL]

Donald E. Moses [SEAL]
 DONALD E. MOSES
Barbara Jean Moses [SEAL]
 BARBARA JEAN MOSES
Nelson Humes [SEAL]
 NELSON HUMES, WIDOWER [SEAL]

STATE OF MARYLAND,

ALLEGANY COUNTY, TO-WIT:

I hereby Certify that on this 9th day of December, 1968, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Donald E. Moses and Barbara Jean Moses, his wife, and Nelson Humes, widower,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Denton A. Fuller, President of Liberty Trust Company of Maryland, a corporation, the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath that he is the agent of Liberty Trust Company of Maryland and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James E. McElwee
 Notary Public



LIBER 129 PAGE 241

LIBER-13 PAGE 526

KNOW ALL MEN BY THESE PRESENTS, That George R. Hughes, Jr., as Principal, and Hartford Accident & Indemnity Company, as Surety, are held and firmly bound to the State of Maryland in the full sum of Fourteen Thousand Dollars, to be paid to said State, or its certain attorney, to which payment well and truly made and done, we bind ourselves, and each of us, our and each of our heirs, jointly and severally, by these presents.

Sealed with our seals and dated this April 6th, 1971.

WHEREAS, the above-bounden, George R. Hughes, Jr., by virtue of the power of sale contained in a certain mortgage from Donald E. Moses and Barbara Jean Moses, his wife, to Liberty Trust Company of Maryland, dated December 9, 1968, and recorded on December 12, 1968, in Liber No. 451, folio 292, of the Mortgage Records of Allegany County, Maryland, which said Mortgage was assigned to George R. Hughes, Jr., for the purpose of foreclosure on April 6, 1971, and he is about to sell the real property described therein, default having occurred in the mortgage debt as specified, and in the covenants and conditions therein contained.

The above obligation is such that, if the above-bounden George R. Hughes, Jr., does and shall, well and truly and faithfully perform any order or decree made by any Court of Equity in relation to said mortgaged property, or the proceeds of the sale thereof, then the above obligation to be void, otherwise to be and remain in effect.

WITNESS:

Martha M. Logan

George R. Hughes, Jr. (SEAL)
Principal

HARTFORD ACCIDENT & INDEMNITY CO.
Per: L. B. White (SEAL)
Surety Attorney-in-Fact

LIBER 129 PAGE 242

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

No. 29954 EQUITY

vs.

DONAND E. MOSES and
BARBARA JEAN MOSES, his wife

Filed May 3, 1971

ASSIGNEE'S REPORT OF SALE
OF REAL PROPERTY

The Report of Sale of George R. Hughes, Jr., Assignee of Mortgage for the Purpose of Foreclosure, respectfully represents:

FIRST: That this cause was instituted for the sale of certain real property and improvements thereon, mentioned and described in that certain mortgage filed herein and made a part hereof, default having first occurred in the terms, conditions and covenants of said mortgage.

SECOND: That, after having given bond with security to the State of Maryland for the faithful performance of his trust, and after having complied with all of the other pre-requisites as required by law, including giving notice of the time, place, manner and terms of sale by advertisements inserted in the Cumberland Evening Times, a daily newspaper published in the city of Cumberland, Allegany County, Maryland, for the period required by law, your Assignee, pursuant to said Notice, attended, at the time and place of sale stated therein, and there proceeded to sell the property described in said mortgage as follows:

All that lot, piece or parcel of land situate on Front Street in the town of Lonaconing, Allegany County, Maryland, being the "First Parcel" described in a deed from Lutalie W. Hodgson, dated July 25, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, folio 47, and therein described as follows, to-wit:

BEGINNING at the beginning of a deed dated July 17, 1867, from the Georges Creek Coal and Iron Company to Alcinda S. Porter

and recorded among the Land Records of said Allegany County in Liber No. 26, folio 616, on Front Street, and running thence with the 1st line of said deed, and also with the 1st line of a deed dated April 3, 1868, from the Georges Creek Coal and Iron Company to Alcinda E. Porter, and recorded among said Land Records of Allegany County in Liber No. 28, folio 202, South 22 degrees East, 132 feet; thence with a part of the 2nd line of said deed of April 3, 1868, (as therein described) South 68 degrees West, 55 feet; then leaving said 2nd line and parallel with the 1st line of this deed, North 22 degrees West, 132 feet to Front Street; thence with Front Street and with the 4th line of the deed of July 17, 1867 (as therein described), North 68 degrees East, 55 feet to the place of beginning.

Being the same property which was conveyed unto said Donald E. Moses and Barbara Jean Moses, his wife, by Nelson Humes and Alice M. Humes, his wife, by deed dated May 6, 1968, and recorded in Liber No. 419, folio 102, of said Land Records of Allegany County, Maryland.

And after the sale of said above-described real property had been called for a reasonable time by an experienced auctioneer, he sold the same to Dewey G. Burns at and for the sum of Seventy-Six Hundred Fifty and 00/100 (\$7650.00) Dollars, he being then and there the highest bidder therefor, and he now requests that this Circuit Court ratify and confirm said sale.

George R. Hughes, Jr.
George R. Hughes, Jr., Assignee of
Mortgage for the Purpose of Foreclosure

STATE OF MARYLAND; ALLEGANY COUNTY; TO-WIT:

I HEREBY CERTIFY, That on this May 3, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared George R. Hughes, Jr., Assignee of Mortgage for the Purpose of Foreclosure, satisfactorily identified to me, and he made oath in due form of law that the matters and facts contained in the foregoing Report of Sale are true and correct to the best of his information, knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal on the date written.

My Commission expires: 7-1-1974

John J. Morton
NOTARY PUBLIC

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE, : No. 29994 EQUITY

vs. :

DONALD E. MOSES and
BARBARA JEAN MOSES, his wife :

ORDER NISI

ORDERED, this May 3rd, 1971, by the Circuit Court for Allegany County, Md., in Equity, that the sale of real property made and reported in the above cause by George R. Hughes, Jr., Assignee, as aforesaid, be ratified and confirmed, provided no cause to the contrary be shown on or before the 4th day of June, 1971, provided a copy of this Order be published in a newspaper published in Cumberland, Allegany County, Md., once each week for three successive weeks by the 28th day of May, 1971.

The Report states the amount of the sale to be \$7650.00.

Paul C. Kukulski
CLERK OF COURT

FINAL ORDER OF RATIFICATION

ORDERED, this 4th day of June, 1971, by the Circuit Court for Allegany County, Maryland, in Equity, that the sale of real property made and reported in the above cause by George R. Hughes, Jr., Assignee, as aforesaid, be, and the same is, hereby ratified and confirmed, no cause to the contrary having been shown, although due notice was given by Order Nisi, Certificate of Publication of which is filed herein.

James S. Gray
ASSOCIATE JUDGE

No Exceptions filed up to
No Cause shown May 7, 1971
Test: *Paul C. Kukulski*
Clerk

LIBER 129 PAGE 245

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE, Plaintiff

NO. 29,994 EQUITY

vs.

DONALD E. MOSES AND BARBARA
JEAN MOSES, HIS WIFE,
Defendants

Filed May 3, 1971

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this April 30th, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George R. Hughes, Jr., personally known to me, Assignee of Mortgage for the Purpose of Foreclosure in No. 29,994 Equity in the Circuit Court for Allegany County, Maryland, who, being first duly sworn, made oath in due form of law that he sent a written notice by registered mail to Donald E. Moses and Barbara Jean Moses, his wife, mortgagors in said above-entitled case, at their last known address, advising them of the time, place and terms of the sale reported by me in said above-entitled case; that said written notice was sent not earlier than twenty days and not later than five days before the date of said sale; that the return receipt for said registered mail is attached hereto; and that the filing of said return receipt and this affidavit in said above-entitled case are made to comply with the requirements of Rule W74, 2(b), of the Maryland Rules of Procedure.

George R. Hughes, Jr.
George R. Hughes, Jr., Assignee
of Mortgage for the Purpose of
Foreclosure

Rita J. Burton
Notary Public

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.	
<input type="checkbox"/> Show to whom, date and address where delivered	<input checked="" type="checkbox"/> Deliver ONLY to addressee
RECEIPT Received the numbered article described below.	
REGISTERED NO. <u>25000</u>	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) <i>Donald E. Moses</i>
CERTIFIED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
INSURED NO.	Deliver to Addressee Only
DATE DELIVERED <u>4-16-71</u>	SHOW WHERE DELIVERED (only if required) LIBER <u>129</u> PAGE <u>245</u>
<small>685-16-71540-11 247-106 GPO</small>	

LIBER 129 PAGE 247

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

VS.

DONALD E. MOSES AND
BARBARA JEAN MOSES, HIS WIFE

No. 29994 EQUITY

Filed May 6, 1971

AFFIDAVIT OF PURCHASER

THIS IS TO CERTIFY, That on May 3, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Dewey G. Burns, satisfactorily identified to me, and being first duly sworn, he deposed and said:

FIRST: That he purchase real property and improvements situate on Front Street, in Lonaconing, Election District No. 15, Allegany County, Md., from George R. Hughes, Jr., Assignee of Mortgage for the Purpose of Foreclosure in the above case, at public sale held by him on Saturday, May 1, 1971, at 11:00 AM., pursuant to authority vested in him in the mortgage filed herein.

SECOND: That, as such purchaser of said property, he was not acting as agent for any other person or persons.

THIRD: That no other persons are interested in said purchase as principals.

FOURTH: That neither he nor anyone known to him has directly or indirectly discouraged anyone from bidding for said property

Dewey G. Burns
DEWEY G. BURNS, Purchaser

WITNESS my hand and Notarial Seal on the date written.

John McElrea
Notary Public

My Commission expires: July 1, 1974

ASSIGNEE'S SALE
OF VALUABLE REAL PROPERTY
SITUATED ON THE SOUTHERLY
SIDE OF FRONT STREET IN THE
TOWN OF LONACONING, ELECTION
DISTRICT NO. 15, ALLEGANY COUNTY,
MARYLAND

Under and by virtue of the power of sale contained in a certain mortgage dated December 9, 1968, and recorded on December 12, 1968, in Liber No. 611, folio 292, of the Mortgage Records of Allegany County, Maryland, which said mortgage is now in default in the terms, covenants and conditions thereof the undersigned, Assignee of said mortgage for the Purpose of Foreclosure, will sell at public auction to the highest bidder, at the intersection of Main Street and Douglas Avenue, in the Town of Lonaconing, Allegany County, Maryland, on

SATURDAY MORNING, MAY 1, 1971, AT 11:00 A.M. EASTERN DAYLIGHT SAVING TIME
the following property, to wit:
All that lot, piece or parcel of land situate on Front Street in the town of Lonaconing, Allegany County, State of Maryland, being the "First Parcel" described in a deed from Luitella W. Hoek, son dated July 25, 1967, and recorded among the Land Records of Allegany County, Maryland in Liber No. 212, folio 67, and therein described as follows, to-wit: BEGINNING at the beginning of a deed dated July 17, 1967, from the Georges Creek Coal and Iron Company to Alexandra E. Porter and recorded among the Land Records of Allegany County, Maryland, in Liber No. 20, folio 610; on first line of said deed, and also with the first line of a deed dated April 3, 1968, from the Georges Creek Coal and Iron Company to Alexandra E. Porter and recorded among the Land Records of Allegany County in Liber No. 26, folio 302; South 22 degrees East 122 feet; thence with a part of the second line of the deed of April 3, 1968, (as herein described), South 68 degrees West 55 feet; thence along said second line and parallel with the first line of the deed, North 22 degrees West 122 feet to Front Street; thence with Front Street and with the 6th line of the deed of July 17, 1967, (as therein described) North 68 degrees East 55 feet to the place of beginning.

Being the same property which was conveyed unto the said Donald E. Moses and Barbara Jean Moses, his wife, by Nelson Barnes and Alice M. Holmes, his wife, by deed dated May 8, 1968, and recorded in Liber No. 419, folio 197, one of the Land Records of Allegany County, Maryland.

This property is improved by a two-story frame dwelling, with basement, divided into three apartments containing in all eleven rooms and three baths, with new gas-fired furnace (steam heat), and served by electricity, gas and municipal sewerage system and water supply. Call of which is situated on a paved street adjacent said improvements being in a fair state of repair.

All taxes, including state, county and town of Lonaconing taxes, as well as any water rent, sewer charges and insurance premiums will be adjusted in the date of sale.

Terms of Sale: One-third down on date of sale, and balance of sale price upon final ratification of report of sale.

Said Assignee reserves the right to withdraw said property from said sale in the absence of a reasonable bid therefor.

GEORGE R. HUGHES, JR.
Assignee of Mortgage for the Purpose of Foreclosure
Adv. T-April 12 1971-20-30

IN THE CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
George R. Hughes, Jr., Assignee of
Mortgage For the Purpose of Fore-
closure, Plaintiff, vs. Donald E. Moses
and Barbara Jean Moses, his wife,
Defendants.

No. 29994 EQUITY
ORDER NISI

ORDERED: This May 2nd, 1971, by the Circuit Court for Allegany County, Md., in Equity, that the sale of real property made and reported in the above case by George R. Hughes, Jr., Assignee, as aforesaid, be ratified and confirmed, provided no cause to the contrary be shown on or before June 4th, 1971, provided a copy of this Order be published in a newspaper published in Allegany County, Md., once each week for three successive weeks by the 25th day of May 1971.

The Report states the amount of the sale to be \$250.00.
PAUL C. HABERLEIN
Clerk of Court.
True Copy: Test.
Paul C. Haberlein, Clerk
Adv. T-May 7 1971

Gen. 117 1M 12-69

Filed June 4, 1971 Cumberland, Md. June 3 1971

This is to Certify, That the annexed Assignee's Sale,

"Donald E. & Barbara Jean Moses - Front St., Lonaconing, Md."

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

April 18-19-26-30 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene W. Hardinger*

LIBER 129 PAGE 248

Filed June 4, 1971 Cumberland, Md. June 3 1971

This is to Certify, That the annexed Order Nisi #29994 Equity,

"Geo. R. Hughes vs. Donald E. & Barbara Jean Moses" (27450.00)

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

May 7-11-21 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene W. Hardinger*

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE,

VS.

NO. 29,994 EQUITY

DONALD E. MOSES and BARBARA
JEAN MOSES, HIS WIFE

Filed June 15, 1971

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor respectfully submits herewith his Report
in the above entitled cause.

The proceedings constitute the foreclosure of a mortgage
by the Assignee for that purpose.

The Mortgage Indebtedness as shown by the Statement of
Claim filed in the proceedings is \$11,526.61. To this your Auditor has allowed
additional interest in the amount of \$124.48, making a total Mortgage Debt of
\$11,651.09.

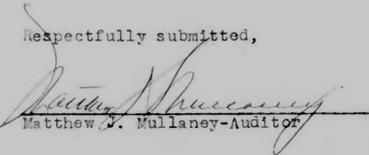
The proceeds of sale, per report of sale, was \$7,650.00,
plus \$31.42 for tax adjustment, making the sum of \$7,681.42 to be accounted for.

Disbursements, including Court costs, Assignee's
commissions, advertising, Auditor, etc., aggregate \$1,228.76, and which said
amount when deducted from the net proceeds of sale leaves a balance of \$6,452.66
available for distribution.

The full sum of \$6,452.66 is distributed to The Liberty
Trust Company of Maryland, First Mortgagee, on account of its Mortgage Debt,
leaving a balance due and owing by the Mortgagors to the said Mortgagee in the
amount of \$5,190.43.

Your Auditor hereby certifies that he has complied with
Rule 595 (2) of The Maryland Rules of Procedure as to the giving of notice to
all interested persons of the filing of this Audit in and with this Court.

Respectfully submitted,


Matthew J. Mullaney-Auditor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE,

VS.

NO. 29,994 EQUITY

DONALD E. MOSES and BARBARA
JEAN MOSES, HIS WIFE

IN THE MATTER of the foreclosure of a Mortgage from

Donald E. Moses and Barbara Jean Moses, his wife, to Liberty Trust Company
of Maryland, dated December 9, 1968, and recorded in Mortgage Records of
Allegany County, Maryland, in Liber No. 451, folio 292, and duly assigned to
George R. Hughes, Jr., Esq., for the purpose of foreclosure.

GEORGE R. HUGHES, JR., ESQ., ASSIGNEE, in account with
Donald E. Moses and Barbara Jean Moses, his wife, relative to and concerning
funds realized from sale of property described in the above mortgage and the
disbursements and expenditures therein made.

MORTGAGE INDEBTEDNESS:

Balance due on Mortgage to Liberty Trust Company of Maryland, per Statement of Mortgage claim filed in the proceedings	\$ 11,526.61
Interest allowed by Auditor from May 1, 1971, (date of sale) to June 30, 1971, @ 7%	124.48
TOTAL MORTGAGE INDEBTEDNESS	\$ 11,651.09

PROCEEDS OF SALE:

As reported in Report of Sale filed in the proceedings	\$ 7,650.00
Pro-rata 1970-71 State and County Real Estate Taxes to date of sale	25.12
Pro-rata 1970-71 Town of Lonaconing Real Estate Taxes to date of sale	6.30
TOTAL PROCEEDS OF SALE	\$ 7,681.42

DISBURSEMENTS:

Liberty Trust Company of Maryland	Reimbursement of costs advanced	\$ 15.00
Paul C. Haberlein, Clerk of Court	Additional Costs	22.00
CARRIED FORWARD	\$ 37.00	\$ 7,681.42
		\$ 11,651.09

BROUGHT FORWARD \$ 37.00 \$ 7,681.42 \$ 11,651.09

DISBURSEMENTS, continued:

George H. Hughes, Jr.	Appearance Fee	10.00
George H. Hughes, Jr.	Assignee's Commissions of 8% of \$7,650.00	612.00
Scall, Garner & Geare	Bond Premium	56.00
Tiers and Alleganlan Co.		
Adv. of Sale Order Nisi	\$ 50.00 15.00	65.00
Richard Walker	Auctioneer	25.00
Matthew J. Mullaney	Auditor	27.00
Francis G. Philpot, Tax Collector	1969-70 State & County R.E. taxes	140.53
Francis G. Philpot, Tax Collector	1970-71 State & County R.E. taxes	150.68
Town of Lonaconing, Maryland	1969-70 Town R.E. Taxes	39.88
Town of Lonaconing, Maryland	1970-71 Town Real Estate taxes	37.74
One-half Maryland Documentary Stamps		8.80
One-half Maryland Transfer Tax		19.13

TOTAL DISBURSEMENTS - - - - - \$ 1,228.76

AMOUNT TO DISTRIBUTION - - - - - \$ 6,452.66

DISTRIBUTION

1. TO: Liberty Trust Company of Maryland, First Mortgagee on account of Mortgage Indebtedness	\$ 6,452.66
Balance due and owing Liberty Trust Company of Maryland by Mortgagees on account of Mortgage Debt	\$ 5,198.43

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

Filed July 19, 1971

State of Maryland, Allegany County, to-wit:

I Hereby Certify, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to *July 19* 1971, and that the costs have been paid *Paul C. Salonen* Clerk.

Ordered this *19* day of *July*, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the *Assignee* are hereby directed to pay out the funds accordingly. *Paul C. Salonen*

IRBY RUTHERFORD HITE, JR., : NO. 30053 EQUITY
 an infant by Marian B. Hite, : IN THE CIRCUIT COURT FOR
 his mother and next friend :
 vs. : ALLEGANY COUNTY,
 EX PARTE : MARYLAND
 ----- *Filed May 25, 1971*
 ORDER OF COURT

The foregoing matter coming on for a hearing, testimony having been taken and considered and the proceedings herein having been carefully examined, and the Court having become satisfied that the relief prayed in the Petition filed herein ought to be granted;

It is thereupon this *25th* day of May, 1971, ADJUDGED, ORDERED and DECREED by the Circuit Court for Allegany County, Maryland, that the said Irby Rutherford Hite, Jr., Petitioner, is entitled to change his name to Thomas William Hite, and it is so ordered by this Honorable Court so that the said Irby Rutherford Hite, Jr. shall henceforth be known as Thomas William Hite.

James S. Getty
 Associate Judge

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
 of Mortgage for the Purpose
 of Foreclosure. :
 110 Washington Street :
 Cumberland, Maryland. :
 Plaintiff :
 Vs. : No. *29845* Equit.
 Donald E. Courtney and Helen : *Filed December 7, 1970*
 C. Courtney, his wife. :
 P. O. Box 393, :
 Keyser, West Virginia. :
 Defendants :

Paul C. Haberlein, Esq.,
 Clerk of the Circuit Court:

Kindly docket suit as above set forth and file the following papers which are attached hereto:

1. Mortgage from Donald E. Courtney and Helen C. Courtney, his wife, to The National Bank of Keyser, West Virginia, dated August 8, 1967, and recorded in Mortgage Liber No. 438, folio 97, among the Mortgage Records of Allegany County, Maryland, which was duly assigned to Gorman E. Getty, Assignee for the Purpose of Foreclosure, on November 18, 1970. Kindly record the assignment and charge the cost of the same as part of the costs in these proceedings.

2. Statement of mortgage claim.

3. Bond of Assignee.

Gorman E. Getty
 GORMAN E. GETTY,
 Assignee of Mortgage for the Purpose
 of Foreclosure

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
of Mortgage for the Purpose
of Foreclosure. :
110 Washington Street, :
Cumberland, Maryland. :
Plaintiff :
Vs. : No. 29845 Equity
Donald E. Courtney and Helen :
C. Courtney, his wife, : Filed December 4, 1970
P. O. Box 393, :
Keyser, West Virginia. :
Defendants :

STATEMENT OF MORTGAGE CLAIM

Donald E. Courtney and Helen C. Courtney, his wife
To The National Bank of Keyser, West Virginia
Keyser, West Virginia.
Debtor

Unpaid principal balance	\$896.60
Accrued interest to December 2, 1970	<u>32.34</u>
Total Indebtedness due Mortgagee as of December 2, 1970	\$928.94

Note: Additional interest at the rate of 6% per annum from December 2, 1970 to the date of the filing of the audit in this case will be due the Mortgagee.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of December, 1970, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J. LEE TEMPLE, President of THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, and made oath in due form of law that the foregoing Statement of Mortgage Claim of Donald E. Courtney and Helen C. Courtney, his wife, is true and correct to the best of his knowledge and information; and the said J. LEE TEMPLE further made oath in due form of law that he is the PRESIDENT of THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

J. Lee Temple
Notary Public.

(FILED AND RECORDED AUGUST 30, 1967 @ 12:15 P.M.)

PURCHASE MONEY

This Mortgage, Made this 8th day of 7th Filed August 1967

in the year nineteen hundred and sixty - seven, by and between

DONALD E. COURTNEY and HELEN C. COURTNEY, his wife, hereinafter called MORTGAGORS, whose post office address is Box 393, Keyser, West Virginia,

of Allegany County, in the State of Maryland

parties of the first part, and THE NATIONAL BANK OF KEYSER, WEST

VIRGINIA, a National Banking Association, hereinafter called MORTGAGEE,

of Mineral County, in the State of West Virginia,

part y of the second part, WITNESSETH:

Whereas, The Mortgagors now stand indebted to The National Bank of Keyser, West Virginia, a National Banking Association, in the amount of TWO THOUSAND FIVE HUNDRED (\$2,500.00) DOLLARS, represented by a negotiable promissory note, bearing even date herewith, payable ON DEMAND, with interest from date at the rate of six per centum (6%) per annum until the principal balance is paid in full, and signed by Donald E. Courtney and Helen C. Courtney, his wife. On the face of said note appears the following provision: "A minimum of \$75.00 to be paid on this note each month, but notwithstanding the balance due, with interest, may be called at any time."

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland as now enacted, or any future amendments thereto.

Now Therefore in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors, heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground being in Election District No. 31 in Allegany County, Maryland, and described as follows, to-wit:

"BEGINNING for the part devised to Jennie Miers at a stone set in the north line of the West Virginia C. & P. Railroad Company's land just below a high point of rocks cut through by said railroad company, thence with the company line in a southeasterly direction 21 poles thence 34 degrees East 8 poles, thence North 57 degrees West 21 poles thence by a straight line to the beginning, containing 133 perches more or less and also a triangular piece of land lying on the south-west side of said railroad company's land opposite the upper end of the 133 perches direction beginning for the same at a stake standing 6 feet from a telegraph pole toward the river in said railroad company's line thence with the company line in a southeasterly course 9 poles thence South 49 degrees West 6 perches to the Potomac River, thence up and with said river to the beginning, containing 27 perches."

This is the same real estate which is being conveyed unto Donald Courtney and Helen C. Courtney, his wife, by deed dated June 20, 1967, from George W. Miers, et al., heirs at law of Claude Miers, deceased, which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this Mortgage, and being also the same real estate in which Julia Mae Miers is conveying all of her right, title and interest to the Grantors by deed dated June 20, 1967, being the widow of said Claude Miers, which deed is to be recorded as aforesaid prior to the recordation of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, executor, administrator or assigns, the aforesaid sum of \$2,500.00 together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that, should the mortgagors fail or neglect to pay any water rent, taxes, assessments, public and other dues or charges which may be levied or assessed on the property hereby mortgaged or on the mortgage debt and interest, when due, or to keep the premises insured as agreed herein, the mortgagee may make such payments or insure said premises against such loss in such an amount as may be necessary to secure the mortgage indebtedness, and such sum or sums so paid shall be added to the principal of the mortgage indebtedness, interest to run thereon at the rate of six per centum (6%) per annum from the date of payment, and it is further agreed that should all or any part of the property hereby mortgaged be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the mortgagee in its sole discretion may determine, in writing, shall be paid to the mortgagee and applied to the payment of the mortgage indebtedness.

And it is further Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, its successors heirs, executors, administrators and assigns, or Gorman E. Getty its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee.

Witness the hands and seals of said mortgagors:

Witness: Cindy Brimsly [Seal] Donald E. Courtney [Seal]
Cindy Brimsly [Seal] Helen C. Courtney [Seal]

The National Bank of Keyser, W. Va. [Seal]
 A National Banking Association.

ATTEST: Carl L. Hines [Seal] By J. Lee Temple [Seal]
 Secretary Its President

Notary Public, WEST VIRGINIA
 Allegany County, to-wit:

I hereby certify, That on this 17th day of August in the year Nineteen Hundred and Sixty-Seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Donald E. Courtney and Helen C. Courtney, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared J. Lee Temple, President of The National Bank of Keyser, W. Va., a National Banking Assoc., the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.
 WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission expires:

Feb 16, 1976

Keyser, West Virginia

November 18, 1970

For value received, the undersigned as Mortgagee of the above instrument does hereby deliver, make over and ASSIGN this Mortgage dated August 8, 1967, made and executed by Donald E. Courtney and Helen C. Courtney, his wife, Mortgagors to Gorman E. Getty, Attorney at Law for purposes of foreclosure.

IN WITNESS THEREOF, the Mortgagee has caused this Assignment to be signed and sealed by its proper corporate officers the day and year first above written.

THE NATIONAL BANK OF KEYSER, W. Va.
 A NATIONAL BANK ASSOCIATION

BY J. Lee Temple
 Its President

ATTEST:

Harlin C. Bygg
 Assistant Cashier

LIBER 129 PAGE 269

LIBER 465 PAGE 13

Assignment

OF MORTGAGE FROM National Bank of Keyser, W. Va.

TO Gorman E. Getty, Esquire

AS RECORDED IN

LIBER 438 FOLIO 97

MAIL TO Gorman E. Getty, Esquire

12-3-1970

LIBER 129 PAGE 261

LIBER 433 PAGE 503

No. 29845 Equity
BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Gorman E. Getty, of Cumberland, Allegany County, Maryland, as Principal, and Hartford Accident and Indemnity Company, a corporation duly incorporated under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars (\$ 2,000.00), current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, successors, personal representatives and assigns, jointly and severally, firmly by these presents.

EXECUTED by us this 4th day of December, 1970.

WHEREAS, by virtue of a power of sale contained in a mortgage from Donald E. Courtney and Helen C. Courtney, his wife, to The National Bank of Keyser, West Virginia, a national banking association, dated August 8, 1967, and recorded in Mortgage Liber No. 438, folio 97, among the Mortgage Records of Allegany County, Maryland, which said mortgage has been duly assigned to the said Gorman E. Getty for the purpose of foreclosure, and thereunder the said Gorman E. Getty was authorized and empowered to make sale of the property described in said mortgage in case default shall be made in the payment of the principal debt secured by said mortgage or of the interest thereon, in whole or in part, or in case other default shall have been made under the agreements, covenants and conditions of said mortgage; and

WHEREAS, default has been made in the payment of the above obligation, and the said Gorman E. Getty is about to exercise said power of sale and to make sale of the property described in the aforesaid mortgage.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS

LIBER 129 PAGE 262

LIBER 433 PAGE 503

SUCH that if the above bounden Gorman E. Getty does and shall well and faithfully abide by and fulfill any order or decree which may be made in any Court of Equity in relation to the sale of such property, or the proceeds thereof, then the above obligation to be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Angela M. Sullivan

Gorman E. Getty (SEAL)
GORMAN E. GETTY

ATTEST:

HARTFORD ACCIDENT AND
INDEMNITY COMPANY

By *Robert S. Ham*
Attorney-In-Fact

FILED AND APPROVED

Stewart
Paulchuk

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
of Mortgage for the Purpose
of Foreclosure
Plaintiff

Vs.

Donald E. Courtney and Helen
C. Courtney, his wife.
Defendants

No. 29845 Equity

Filed January 26, 1971

REPORT OF SALE, ORDER NISI AND FINAL ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Gorman E. Getty, Assignee of Mortgage for the Purpose of Foreclosure of a certain mortgage from Donald E. Courtney and Helen C. Courtney, his wife, dated August 8, 1967, and recorded in Mortgage Liber No. 438, folio 97, among the Mortgage Records of Allegany County, Maryland, default having occurred in the terms and conditions of said mortgage, which mortgage after said default was duly assigned to the said Gorman E. Getty, for the purpose of foreclosure, respectfully represents:

That after giving bond with security for the faithful discharge of his duty, which said bond was duly filed with and approved by the Clerk of this Court, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Cumberland News, a newspaper published in Cumberland, Allegany County, Maryland, for more than 20 days preceding the day of sale, a copy of which said advertisement, together with a certificate of its publication is attached hereto, said Assignee did, pursuant to said notice, personally attend said sale in front of the Court House, on Washington Street, in the City of Cumberland, Allegany County, Maryland, on Saturday, January 9, 1971, at 10:00 o'clock A. M., EST, and did then and there proceed to sell the improved property described in said mortgage, to wit:

ALL that lot or parcel of ground being in Election District No. 31, in Allegany County, Maryland, and described as follows, to-wit:

BEGINNING for the part devised to Jennie Miers at a stone set in the north line of the West Virginia C. & P. Railroad Company's land just below a high point of rocks cut through by said railroad company, thence with the company line in a southeasterly direction 21 poles; thence 34 degrees East 8 poles, thence North 57 degrees West 21 poles; thence by a straight line to the beginning, containing 133 perches more or less; and also a triangular piece of land lying on the southwest side of said railroad company's land opposite the upper end of the 133 perches direction, beginning for the same at a stake standing 6 feet from a telegraph pole toward the river in said railroad company's line; thence with the company line in a southeasterly course 9 poles; thence South 49 degrees West 6 perches to the Potomac River; thence up and with said river to the beginning, containing 27 perches.

IT BEING the same property which was conveyed unto Donald Courtney and Helen C. Courtney, his wife, by deed dated June 20, 1967, from George W. Miers, et al, heirs at law of Claude Miers, deceased, recorded in Deeds Liber 411, folio 337, one of the Land Records of Allegany County, Maryland, and being also the same property conveyed unto the said Donald Courtney and Helen C. Courtney, his wife, by Julia Mae Miers, by deed dated June 20, 1967, and recorded in Deeds Liber 411, folio 339, of said Land Records.

This property is improved by a two-story frame bungalow, with a partial basement, well water and electricity, in fair condition.

AND after having had said sale called for a reasonable length of time by Raymond W. Walker, a competent and experienced auctioneer, said property was sold to The National Bank of Keyser, West Virginia, at and for the sum of Eight Hundred (\$800.00) Dollars, said purchaser at that price

being the highest bidder therefor; and your Assignee further reports that said purchaser has arranged with the Assignee to pay the whole of said purchase price upon the final ratification of said sale by this Court.

AND as in duty bound, etc.

Gorman E. Getty

 GORMAN E. GETTY,
 Assignee of Mortgage for the
 Purpose of Foreclosure

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of January, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared GORMAN E. GETTY, ASSIGNEE OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE, and made oath in due form of law that the facts, matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Charles M. Sweeney

 NOTARY PUBLIC.

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee of
 Mortgage for the Purpose of
 Foreclosure. :
 110 Washington Street, :
 Cumberland, Maryland. :
 Plaintiff :

Vs. :

No. 29845 Equity

Donald E. Courtney and Helen
 C. Courtney, his wife. :
 P. O. Box 393, :
 Keyser, West Virginia :
 Defendants :

Filed January 26, 1971

ORDER NISI

ORDERED this 26th day of January, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported in the above cause by Gorman E. Getty, Assignee of Mortgage for the Purpose of Foreclosure, be ratified and confirmed unless cause to the contrary thereof be shown on before the 1st day of March, 1971; provided that a copy of this Order be published in some newspaper published in Allegany County, Maryland, once a week for three successive weeks before the 22nd day of February, 1971.

The Report states the amount of sale to be Eight Hundred (\$800.00) Dollars.

Paul C. Kalerlein
 Clerk of Court

No Exceptions filed up to
 No. C. 29845-1971
 Filed: *Paul C. Kalerlein*
 Clerk

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee of
Mortgage for the Purpose
of Foreclosure.
Plaintiff

Vs. No. 29845 Equity

Donald E. Courtney and Helen
C. Courtney, his wife.
Defendants

Filed March 5, 1971

FINAL ORDER

ORDERED this *5th* day of *March*, 1971, by the
Circuit Court for Allegany County, Maryland, sitting in Equity, that the
sale made and reported as above by Gorman E. Getty, Assignee of Mortgage
for the Purpose of Foreclosure, be, and the same is hereby ratified and
confirmed, no cause to the contrary thereof having been shown, although due
notice appears to have been given as required by the preceding Order, a
certification of the publication of which is herewith filed;

AND IT IS FURTHER ORDERED that the Assignee be allowed the
commissions named in the mortgage and expenses (not personal).

Harold E. Naughton

Cervantes, Chevrolet and Getty
Attorneys At Law
118 Washington Street,
Cumberland, Maryland
ASSIGNEE'S SALE OF
TWO-STORY FRAME BUNGALOW
AND LARGE LOT, NEAR
DAWSON, ALLEGANY COUNTY,
MARYLAND.

Under and by virtue of a power of sale contained in a mortgage from Donald E. Courtney and Helen C. Courtney, his wife, dated August 9, 1967, and recorded in Mortgage Liber No. 428, folio 97, among the Mortgage Records of Allegany County, Maryland, and duly assigned to me for the purpose of foreclosure, default having been made under the agreement, covenants and conditions of said mortgage, the undersigned will offer for sale at public auction, in front of the Court House, on Washington Street, in the City of Cumberland, Allegany County, Maryland, on

SATURDAY, JANUARY 9, 1971, AT
TEN O'CLOCK, A.M. EST

the following property:

ALL that lot or parcel of ground bearing in Election District No. 31, in Allegany County, Maryland, and described as follows, to-wit:

BEGINNING for the part devised to Jennie Miers at a stone set in the north line of the West Virginia C. & P. Railroad Company's land just below a high point of rocks cut through by said railroad company, thence with the company line in a southeasterly direction 21 poles, thence 34 degrees East 9 poles, thence North 57 degrees West 21 poles, thence by a straight line to the beginning, containing 133 perches more or less; and also a triangular piece of land lying on the southwest side of said railroad company's land opposite the upper end of the 133 perches direction, beginning for the same at a stake standing 8 feet from a telegraph pole toward the river in said railroad company's line; thence with the company line in a southeasterly course 9 poles; thence South 49 degrees West 6 perches to the Potomac River; thence up and with said river to the beginning, containing 27 perches.

IT BEING the same property which was conveyed unto Donald Courtney and Helen C. Courtney, his wife, by deed dated June 20, 1967, from George W. Miers, et al, heirs at law of Claude Miers, deceased, recorded in Deeds Liber

Filed January 2, 1971 Cumberland, Md. January 22 1971
No. 29845 Equity

This is to Certify, That the annexed Assignee's Sale

"Donald Courtney & Helen C. Courtney, his wife"

was published in The Cumberland NEWS, a newspaper printed

in the City of Cumberland, on the following dates:

December 18-25, 1970 & January 1-8 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Imogene M. Handinger

LIBER 129 PAGE 269

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee of
Mortgage for the Purpose of
Foreclosure. :
Plaintiff :

Vs. : No. 29845 Equity

Donald E. Courtney and Helen
C. Courtney, his wife. : *Filed January 26, 1971*
Defendants :

AFFIDAVIT OF COMPLIANCE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of January, 1971,
before me, the subscriber, a Notary Public of the State of Maryland, in and
for the County aforesaid, personally appeared GORMAN E. GETTY,
Assignee, and made oath in due form of law that on December 14, 1970,
he mailed to Donald E. Courtney and Helen C. Courtney, his wife, P. O.
Box 393, Keyser, West Virginia, a notice concerning the filing of foreclosure
proceedings in the Circuit Court for Allegany County, Maryland, foreclosing
on behalf of The National Bank of Keyser, West Virginia, a certain mortgage
held by that Bank on their property located near Dawson, in Allegany County,
Maryland, a copy of which said notice is attached hereto; and that there was
enclosed with said notice a copy of an Advertisement of Sale to be held on
January 9, 1971 at 10:00 A. M., a copy of which advertisement is also
attached hereto; and that said letter and enclosures were actually received
by the said Donald E. Courtney and Helen C. Courtney, his wife, as will
appear by reference to the Registered Mail Return Receipt attached hereto
and made a part hereof.

Gorman E. Getty
Deponent

Subscribed and sworn to before me by the above named deponent
the day and year first above written.

Boyd W. ...
Notary Public.

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S).
REQUIRED FEE(S) PAID.

Show to whom, date and address where delivered. Deliver ONLY to addressee.

RECEIPT
Received the numbered article described below.

REGISTERED NO. 6099
CERTIFIED NO. 6099
INSURED NO. LIBER 129 PAGE 270
DATE DELIVERED DEC 21 1970

SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)
Donald E. Courtney
REGISTERED MAIL AGENT, ALLEGANY COUNTY, MARYLAND

SHOW WHERE DELIVERED (only if requested)

c3-10-71548-11 347-108 GPO

REGISTERED NO. 6099

Value \$ 80 Spec. del'y fee \$ 15
Fee \$ 80 Ret. receipt fee \$ 15
Surcharge \$ 6 Ret. del'y fee \$ 15
Postage \$ 6 Airmail

From *Comalton District Getty*

To *Mr & Mrs Donald E Courtney*
PO Box 393
Keyser, W. Va 26726

DEC 21 1970

44-16-70493-0

LIBER 129 PAGE 271

December 11, 1970

Mr. and Mrs. Donald E. Courtney,
P. O. Box 393,
Keyser, West Virginia 26726

Dear Mr. and Mrs. Courtney:

Please be advised that The National Bank of Keyser, West Virginia has assigned a certain mortgage held by it covering your property located in Election District No. 31, in Allegany County, Maryland, to me for the purpose of foreclosure.

I have prepared and filed foreclosure proceedings in the Circuit Court for Allegany County, Maryland, and am enclosing a copy of the Notice of Sale which is to be held on January 9, 1971 at 10:00 A. M.

You will have the right to discharge this indebtedness in full at any time prior to the date of sale, and if you desire to do so, I would suggest that you contact The National Bank of Keyser, West Virginia with respect to such payment. You are, of course, privileged to be present at the sale, and to bid at the sale, which is public.

Very truly yours,

GORMAN E. GETTY

GEG/as
Enc (Copy of advertisement of sale)

LIBER 129 PAGE 272

Carscaden, Gilchrist and Getty
Attorneys At Law
110 Washington Street,
Cumberland, Maryland

ASSIGNEE'S SALE OF
TWO-STORY FRAME BUNGALOW AND LARGE LOT, NEAR
DAWSON, ALLEGANY COUNTY, MARYLAND.

Under and by virtue of a power of sale contained in a mortgage from Donald E. Courtney and Helen C. Courtney, his wife, dated August 8, 1967, and recorded in Mortgage Liber No. 438, folio 97, among the Mortgage Records of Allegany County, Maryland, and duly assigned to me for the purpose of foreclosure, default having been made under the agreements, covenants and conditions of said mortgage, the undersigned will offer for sale at public auction, in front of the Court House, on Washington Street, in the City of Cumberland, Allegany County, Maryland, on

SATURDAY, JANUARY 9, 1971, AT
TEN O'CLOCK, A.M., EST

the following property:

ALL that lot or parcel of ground being in Election District No. 31, in Allegany County, Maryland, and described as follows, to-wit:

BEGINNING for the part devised to Jennie Miers at a stone set in the north line of the West Virginia C. & P. Railroad Company's land just below a high point of rocks cut through by said railroad company, thence with the company line in a southeasterly direction 21 poles; thence 34 degrees East 8 poles, thence North 57 degrees West 21 poles; thence by a straight line to the beginning, containing 133 perches more or less; and also a triangular piece of land lying on the southwest side of said railroad company's land opposite the upper end of the 133 perches direction, beginning for the same at a stake standing 6 feet from a telegraph pole toward the river in said railroad company's

line; thence with the company line in a southeasterly course 9 poles; thence South 49 degrees West 6 perches to the Potomac River; thence up and with said river to the beginning, containing 27 perches.

IT BEING the same property which was conveyed unto Donald Courtney and Helen C. Courtney, his wife, by deed dated June 20, 1967, from George W. Miers, et al, heirs at law of Claude Miers, deceased, recorded in Deeds Liber 411, folio 337, one of the Land Records of Allegany County, Maryland; and being also the same property conveyed unto the said Donald Courtney and Helen C. Courtney, his wife, by Julia Mae Miers, by deed dated June 20, 1967, and recorded in Deeds Liber 411, folio 339, of said Land Records.

The above property is improved by a two-story frame bungalow, with partial basement; well water, and electricity, in fair condition.

TERMS OF SALE: Cash on day of sale unless otherwise arranged with the Assignee. All of the State, County and City taxes, insurance, rents and water rents will be adjusted as of the day of sale.

GORMAN E. GETTY,
Assignee for the Purpose of Foreclosure.

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee of
Mortgage for the Purpose of
Foreclosure.
Plaintiff

Vs.

Donald E. Courtney and Helen
C. Courtney, his wife.
Defendants

No. 29845 Equity

Filed January 29, 1971

AFFIDAVIT OF PURCHASER IN ACCORDANCE WITH RULE BR6

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

THIS IS TO CERTIFY, That on this 27 day of January, 1971, before me, the subscriber, a Notary Public in and for the State of West Virginia, County of Mineral, personally appeared J. LEE TEMPLE, President of THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, and after being duly sworn did depose and say, that he is the President of THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, and duly authorized to make this affidavit; that said Bank purchased the improved property which is the subject of the above captioned proceedings at the public sale held in Cumberland, Allegany County, Maryland, on Saturday, January 9, 1971, at 10:00 A. M., EST; that the said THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, was required to bid in said property because of insufficient bids on the same to clear the indebtedness due the Bank; that said Bank has not directly or indirectly discouraged anyone from bidding for the said property at the aforesaid sale; that said sale was fairly held and conducted; and that the Bank was not acting as agent for anyone in connection with the purchase of said property, nor is there anyone besides it interested as principal in the purchase of said property.

J. Lee Temple
J. Lee Temple,
President of The National Bank
of Keyser, West Virginia

LIBER 129 PAGE 275

Subscribed and sworn to before me the day and year first above
written.

Ralph M. Bailey
Notary Public.

My Commission Expires: 10-26-80

IN THE CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Gorman E. Getty, Assignee of Mortgage
for the Purpose of Foreclosure, 119 Wash-
ington Street, Cumberland, Maryland,
Plaintiff vs. Donald E. Courtney and
Helen C. Courtney, his wife, P. O. Box
381, Kraker, West Virginia Deedland,
No. 28441 Equity Filed January 28, 1971

ORDER NISI
ORDERED this 26th day of January,
1971, by the Circuit Court for Allegany
County, Maryland, sitting in Equity, that
the sale made and reported in the above
case by Gorman E. Getty, Assignee of
Mortgage for the Purpose of Foreclosure,
be ratified and confirmed unless cause to
the contrary thereof be shown on or
before the 1st day of March 1971; provid-
ed that a copy of this Order be published
in some newspaper published in Allegany
County, Maryland, once a week for three
successive weeks before the 22nd day of
February, 1971.

The Report states the amount of sale
to be Eight Hundred (\$800.00) dollars.
PAUL C. HABERLEIN
Clerk of Court
True Copy: Test:
Paul C. Haberlein, Clerk
Adv. T.-Jan. 30-Feb. 6-13

Filed March 5, 1971 Cumberland, Md. March 1 1971

This is to Certify, That the annexed Order nisi of this Court,

"Gorman E. Getty vs. Donald E. & Helen C. Courtney"

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

..... January 30-February 6-13 19 71

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Inogene M. Handberg

LIBER 129 PAGE 275

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

GORMAN E. GETTY, ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

VS.

DONALD E. COURTNEY and HELEN
C. COURTNEY, HIS WIFE

NO. 29,845 EQUITY

Sued April 16-1971

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor respectfully submits herewith his Report in the above entitled cause.

The proceedings constitute the foreclosure of a Mortgage by the Assignee for that purpose.

The Mortgage Indebtedness, as shown by the Statement of Claim, is \$928.94. To this, your Auditor has allowed additional interest in the amount of \$22.42, making a total Mortgage Debt of \$951.36.

Proceeds of Sale, including adjustment for current year taxes, amount to \$814.82.

Disbursements, including Court costs, Assignee's commissions, advertising, Auditor, etc., aggregate \$294.40, which deducted from the proceeds of sale, as adjusted, leaves a balance of \$520.42 applicable for distribution.

The whole sum of \$520.42 is distributed to The National Bank of Keyser, West Virginia, as the First Mortgagee, on account of the afore-said Mortgage Indebtedness, leaving a balance due and owing by the Mortgagors to the said Mortgage in the amount of \$430.94.

Your Auditor hereby certifies that he has complied with

Rule 535 (2) of the Maryland Rules of Procedure relative to giving notice of the filing of this Audit.

Respectfully submitted,


Matthew J. Mullaney, Auditor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

GORMAN E. GETTY, ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

VS.

DONALD E. COURTNEY and HELEN
C. COURTNEY, his wife.

NO. 29,845 EQUITY

IN THE MATTER OF the foreclosure of a mortgage from Donald E. Courtney and Helen C. Courtney, his wife, to The National Bank of Keyser, West Virginia, a national banking association, dated August 8, 1907, and recorded in Liber No. 438, folio 97, one of the Mortgage Records of Allegany County, Maryland, and duly assigned to Gorman E. Getty, Esquire, for the purpose of foreclosure.

GORMAN E. GETTY, ESQUIRE, ASSIGNEE, in account with Donald E. Courtney and Helen C. Courtney, his wife, relative to and concerning funds realized from sale of property described in the above mortgage and the disbursements and expenditures therein made.

MORTGAGE INDEBTEDNESS:

Balance due on Mortgage to The National Bank of Keyser, West Virginia, per Statement of Claim filed in the proceedings	\$ 928.94
Additional Interest allowed by Auditor from December 2, 1970, to May 2, 1971	22.42
TOTAL MORTGAGE INDEBTEDNESS	\$ 951.36

PROCEEDS OF SALE:

As reported in Report of Sale filed in these proceedings	\$ 800.00
Pro-rata share of 1970-71 State and County Real Estate Taxes, prepaid to July 1, 1972, and adjusted as of January 9, 1971.	14.82
TOTAL PROCEEDS OF SALE	\$ 814.82

DISBURSEMENTS:

Gorman E. Getty, Assignee of Mortgage	Refund of costs advanced	\$ 15.00
CARRIED FORWARD:		\$ 15.00 \$ 814.82 \$ 951.36

<u>AMOUNT FORWARDED</u>		\$ 15.00	\$ 814.82	\$ 951.36
<u>DISBURSEMENTS, continued:</u>				
Paul C. Oberlein, Clerk of Court	Additional Court Costs		22.00	
Gerrard E. Getty, Assignee of Mortgage	Appearance Fee		10.00	
Gerrard E. Getty, Assignee of Mortgage	Assignee's Commissions of 8% of \$200.00		64.00	
Seal, Gann & Seare	Bond Premium		10.00	
Wing and Alleghany Company Advancement of Sale Order No. 1	\$ 46.88 15.00		61.88	
Matthew J. Mullaney	Auditor		27.00	
Raymond Walker	Auctioneer		20.00	
1971-72 State and County Real Estate Taxes			29.85	
1970-71 State and County Real Estate Taxes			31.57	
1/2 Federal Stamp on Deed			1.10	
1/2 Federal Transfer Tax			2.00	
			<u>\$ 294.40</u>	
<u>GRAND DISBURSEMENTS</u>			<u>\$ 520.42</u>	
<u>AS APPEAR TO DISTRIBUTION</u>				

DISTRIBUTION

1. To: The National Bank of Keyser, West Virginia.	FIRST MORTGAGEE	\$ 520.42
Balance due and owing to The National Bank of Keyser, West Virginia, on account of Mortgage indebtedness		\$ 430.94

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

Filed May 19, 1971

State of Maryland, Allegany County, to-wit:

I Herby Certify, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to May 19 1971, and that the costs have been paid.

Paul C. Haberlein Clerk

Ordered this 19 day of May, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the same are hereby directed to pay out the funds accordingly.

Paul C. Haberlein

HARRY I. STEGMAIER, ASSIGNEE : NO. 29936 EQUITY
 OF MORTGAGE FOR THE PURPOSE :
 OF FORECLOSURE :
 VS. : IN THE CIRCUIT COURT FOR
 KENNETH J. RAINES AND MARY V. :
 RAINES, HIS WIFE. : ALLEGANY COUNTY, MARYLAND
 FILED: February 25, 1971

MR. PAUL HABERLEIN, CLERK:

Please docket suit in the above entitled case, file the within mortgage from Kenneth J. Raines and Mary V. Raines, his wife, to the First Federal Savings and Loan Association of Greene County, dated June 22, 1963, and recorded in Liber 392, Folio 97, one of the Mortgage Records of Allegany County, Maryland.

Harry I. Stegmaier
 Assignee of Mortgage for the
 Purpose of Foreclosure

HARRY I. STEGMAIER, ASSIGNEE : NO. 29936 EQUITY
 OF MORTGAGE FOR THE PURPOSE :
 OF FORECLOSURE :
 VS. : IN THE CIRCUIT COURT FOR
 KENNETH J. RAINES AND MARY V. :
 RAINES, HIS WIFE. : ALLEGANY COUNTY, MARYLAND
 FILED: February 25, 1971

Statement of account due under mortgage from Kenneth J. Raines and Mary V. Raines, his wife, to the First Federal Savings and Loan Association of Greene County, dated June 22, 1963, and recorded in Liber 392, Folio 97, one of the Mortgage Records of Allegany County, Maryland.

Amount due on principal of mortgage	\$ 8,413.91
Delinquent interest due	<u>1,228.00</u>
Total	\$10,141.91

STATE OF MARYLAND
 ALLEGANY COUNTY, to wit:

I HEREBY CERTIFY, That on this 25 day of February, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure and made oath in due form of law that the above statement of mortgage account is true and correct, according to the best of his knowledge, information and belief.

WITNESS, my hand and Notarial Seal the day and year last above written.

My Commission Expires: July 1, 1974.

Wm. H. Patton
 Notary Public

(FILED AND RECORDED JUNE 25" 1963 AT 11:55 A.M.)

LIBER 129 PAGE 283

*No. 29936 Equity
7 Feb. February 25, 1961*
This Mortgage, Made this 22nd day of June in the

year Nineteen Hundred and sixty-three by and between

KENNETH J. RAINES and MARY V. RAINES, his wife,

of Allegany County, in the State of Maryland, parties of the first part hereinafter called mortgagors, and First Federal Savings and Loan Association of Greene County, a body corporate, incorporated under the laws of the United States of America, having its domicile in the Borough of Waynesburg, County of Greene, Commonwealth of Pennsylvania, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Ten Thousand Four Hundred----- (\$10,400.00)--- Dollars which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent, per annum, in the manner following:

By the payment of Seventy-five----- (\$75.00)--- Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

0138150
ALL that lot, piece or parcel of ground situated, lying and being on the northwesterly side of Braddock Street in Braddock Farms Addition to LaVale, in Allegany County, Maryland, a plat of which said addition is designated as No. 101 among the Plat Records of Allegany County, Maryland, and being a part of the "First Parcel", described in a deed to Alfred H. Jaehn et ux from Albert A. Doub, Trustee, dated May 28, 1958, and recorded in Liber No. 299, Folio 216, among the Land Records of Allegany County, Maryland; the part herein intended to be conveyed being more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the northwesterly side of Braddock Street, said stake being at the end of the first line of Lot No. 22 in said Braddock Farms Addition, and being also the beginning of the "First Parcel" as described in the aforesaid deed and running thence with the first line of said parcel of ground, North 61 degrees 56 minutes West 125 feet, *with East of the second line of the parcel* thence South 28 degrees 4 minutes West 83 feet, thence by a line parallel to said first line, and 83 feet distant therefrom, South 61 degrees 56 minutes East 125 feet to the

LIBER 129 PAGE 284

northwesterly side of said Braddock Street, and thence with said Street, North 28 degrees 4 minutes East 83 feet to the place of BEGINNING.

BEING the same property which was conveyed unto the parties of the first part by deed of Alfred H. Jaehn et ux, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

And the Mortgagors, in order more fully to protect the security of this mortgage, covenant and agree that together with and in addition to the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum equal to one twelfth (1/12) of the annual premiums that will next become due and payable on policies of fire and other hazard insurance, plus annual taxes and assessments and mortgage insurance premiums next due on an annual basis on the mortgaged property (all as estimated by the Mortgagee).

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$1500.00 nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Art. 66, Sec. 2 of the Annotated Code of Maryland, (1957) or any amendments thereto.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or within the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together, with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand Four Hundred----- (\$10,400.00)--- dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforesaid covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors

Attest:
Harry I. Stegmaier [SEAL]
Harry I. Stegmaier
Kenneth J. Raines [SEAL]
 Kenneth J. Raines
Mary V. Raines [SEAL]
 Mary V. Raines [SEAL]

January 7, 1971
 Waynesburg, Pennsylvania

FOR VALUE RECEIVED, The First Federal Savings and Loan Association of Greene County, Pennsylvania, hereby assigns the within and foregoing mortgage unto Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure.

WITNESS the corporate hand and seal of The First Federal Savings and Loan Association of Greene County, Pennsylvania, by its President, with its corporate seal duly attested by its Secretary this 7th day of January, 1971.

THE FIRST FEDERAL SAVINGS AND LOAN
 ASSOCIATION OF GREENE COUNTY, PENNSYLVANIA

Attest:

By: *Joseph S. Harit* President

David C. Day Secretary

Assignment

LIBER 466 PAGE 227

OF MORTGAGE FROM First Federal Savings & Loan Association of Greene Co. Pa.

TO Harry I. Stegmaier, Esquire

AS RECORDED IN

LIBER 392 FOLIO 97

MAIL TO Equity Desk

FEB 25 1971

LIBER 129 PAGE 287

Liber-13 PAGE-525
No. 29936 Eq

KNOW ALL MEN BY THESE PRESENTS, That we, Harry I. Stegmaier of Cumberland, Maryland, and the Royal Indemnity Company, a corporation authorized to do a bonding business in the State of Maryland, are held and firmly bound to the State of Maryland, in the full and just sum of Eleven Thousand (\$11,000.00) Dollars, current money, to be paid to the State or its certain attorney, to which payment to be well and truly made and done, we bind ourselves and each of us, our heirs and each of our heirs, personal representatives and successors, jointly and severally, firmly by these presents, sealed with our seals this 24th day of February, 1971.

WHEREAS, by mortgage dated June 22, 1963, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber 392, Folio 97, Kenneth J. Raines and Mary V. Raines, his wife, conveyed all the property therein mentioned and described to the First Federal Savings and Loan Association of Greene County, a corporation and

WHEREAS, by assignment dated the 7th day of January, 1971, the said First Federal Savings and Loan Association of Greene County, a corporation, assigned the aforesaid mortgage to Harry I. Stegmaier for the purpose of foreclosure which said assignment was duly recorded in said Liber and Folio of said mortgage; and

WHEREAS, default has occurred in the payment of the principal debt of the said mortgage and in the terms and conditions of said mortgage above referred to, and Harry I. Stegmaier, Assignee, has advertised said property for sale under the said mortgage.

NOW, THEREFORE, if the said Harry I. Stegmaier, Assignee, shall well and truly account for and pay over the proceeds of the sale of said mortgaged property and shall obey any order or decree passed by any court having jurisdiction in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Harry I. Stegmaier (SEAL)
HARRY I. STEGMAIER, Assignee

THE ROYAL INDEMNITY COMPANY

BY *Edgar A. Kincaid*
Attorney-in-Fact

WITNESS:

Eleanor L. Albright

FILED AND

February 25 71.
Paul J. Baker, Clerk

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

LIBER 129 PAGE 288

HARRY I. STEGMAIER, ASSIGNEE * NO. 29936 EQUITY
OF MORTGAGE FOR THE PURPOSE *
OF FORECLOSURE *
VS. * IN THE CIRCUIT COURT FOR
KENNETH J. RAINES AND MARY V. *
RAINES, HIS WIFE. * ALLEGANY COUNTY, MARYLAND
* Filed March 7, 1971 *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, filed in the above entitled case, said Assignee after having given bond with security for the faithful discharge and exercise of said power of sale, which bond was duly approved and after having given notice of the time, place and manner and terms of said by Advertisement inserted in "The Cumberland Times", a newspaper published in the City of Cumberland, Allegany County, Maryland, for twenty (20) days preceding the day of sale, a copy of which said advertisement is hereto annexed, your Assignee pursuant to said notice and under and by virtue of the aforesaid power of sale did attend in front of the Allegany County Court House, Washington Street, Cumberland, Maryland, on Wednesday, March 17, 1971, at 10:00 o'clock A.M., and then and there offered for sale the property mentioned in the aforesaid advertisement hereto annexed. Said sale was called by Glenn Isner, an experienced auctioneer, for about half an hour, and your Assignee aforesaid sold said property as follows, to wit:

ALL that lot, piece or parcel of ground situated, lying and being on the northwesterly side of Braddock Street in Braddock Farms Addition to LaVale, in Allegany County, Maryland, a plat of which said addition is designated as No. 101 among the Plat Records of Allegany County, Maryland, and being a part of the "First Parcel", described in a deed to Alfred H. Jaehn, et ux, from Albert A. Doub, Trustee, dated May 28, 1958, and recorded in Liber No. 299, Folio 216, among the Land Records of Allegany County, Maryland; the part herein intended to be conveyed being more particularly described as follows, to wit:

BEGINNING for the same at a stake on the northwesterly side of Braddock Street, said stake being at the end of the first line of Lot No. 22 in said Braddock Farms Addition, and being also the beginning of the "First Parcel" as described in the

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

aforesaid deed and running thence with the first line of said parcel of ground, North 61 degrees 56 minutes West 125 feet, thence with part of the second line of whole lot South 28 degrees 4 minutes West 83 feet, thence by a line parallel to said first line, and 83 feet distant therefrom, South 61 degrees 56 minutes East 125 feet to the northwesterly side of said Braddock Street, and thence with said Street, North 28 degrees 4 minutes East 83 feet to the place of BEGINNING.

BEING the same property which was conveyed unto Kenneth J. Raines and Mary V. Raines, his wife, by deed of Alfred H. Jahn, et ux, dated June 22, 1963, recorded in Liber 360, folio 60, one of the Land Records of Allegany County, Maryland.

Your Assignee sold said property for the sum of Nine Thousand (\$9,000.00) Dollars, unto the First Federal Savings & Loan Association of Greene County, it being then and there the highest bidder for said property, and the said First Federal Savings & Loan Association of Greene County has made satisfactory arrangements with your Assignee for the payment of the purchase price upon the ratification of the sale.

All of which is respectfully submitted.

Harry I. Stegmaier
 Harry I. Stegmaier, Assignee
 of Mortgage for the Purpose
 of Foreclosure

STATE OF MARYLAND
 ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 17 day of March, 1971, before me, the subscriber, a Notary Public of and for the State of Maryland, in and for the County of Allegany, personally appeared Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, and made oath in due form of law that the matters and facts stated in the aforesaid Report of Sale are true and correct and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires: July 1, 1974.

Donald Porter
 Notary Public

HEARNE E. REYNOLDS
 ATTORNEY AT LAW
 CUMBERLAND, MARYLAND

ASSIGNEE'S SALE OF VALUABLE DWELLING LOCATED ON THE NORTHWESTERLY SIDE OF BRADDOCK STREET, BRADDOCK FARMS ADDITION, LAVALLE, ALLEGANY COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a certain mortgage dated June 22, 1963, and recorded in Liber 360, Folio 60, one of the Mortgage Records of Allegany County, Maryland, which mortgage is now in default in the covenants and conditions thereof, the undersigned as Assignee of said mortgage for the purpose of foreclosure, will sell at public auction in front of the Allegany County Court House, Washington Street, Cumberland, Maryland, on Wednesday, March 17, 1971, at 10:00 o'clock A. M., the following described property, to-wit:

All that lot, piece or parcel of ground situated, lying and being on the northwesterly side of Braddock Street in Braddock Farms Addition in Lavalle in Allegany County, Maryland, a plot of which said addition is designated as No. 101 among the Plat Records of Allegany County, Maryland, and being a part of the "First Parcel" described in a deed to Alfred H. Jahn, et ux, from Albert A. Dook, Trustee, dated May 26, 1963, and recorded in Liber No. 298, Folio 216, among the Land Records of Allegany County, Maryland, the part herein intended to be conveyed being more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the northwesterly side of Braddock Street, said stake being at the end of the first line of Lot No. 22 in said Braddock Farms Addition, and being also the beginning of the "First Parcel" as described in the aforesaid deed and running thence with the first line of said parcel of ground, North 61 degrees 56 minutes West 125 feet, thence with part of the second line of whole lot South 28 degrees 4 minutes West 83 feet, thence by a line parallel to said first line, and 83 feet distant therefrom, South 61 degrees 56 minutes East 125 feet to the northwesterly side of said Braddock Street, and thence with said Street, North 28 degrees 4 minutes East 83 feet to the place of BEGINNING.

BEING the same property which was conveyed unto Kenneth J. Raines and Mary V. Raines, his wife, by deed of Alfred H. Jahn, et ux, dated June 22, 1963, recorded in Liber 360, Folio 60, one of the Land Records of Allegany County, Maryland.

This property is improved by a one-story frame dwelling, containing five rooms with bath; gas forced air heat with water, sewer, gas and electric, composition roof and full basement; all in a good state of repair.

TERMS OF SALE: One-third cash on day of sale and balance on delivery of good and sufficient deed to the purchaser thereof.

All state and county taxes will be adjusted to the date of sale.

Gen. HARRY I. STEGMAIER, Assignee of Mortgage for the Purpose of Foreclosure
 Adv. T. Feb. 21-March 3-10
 N-March 17

This is to Certify, That the annexed Assignee's Sale...

Braddock Farms Addition, Lavalle, Kenneth J. & Mary V. Raines

was published in The Cumberland Times & News, a newspaper printed

in the City of Cumberland, on the following dates:

... TIMES - February 24 - March 3 - 10 NEWS - March 17, 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

Ry. Imogene M. Harshbarger

HARRY I. STEGMAIER, ASSIGNEE * NO. 29936 EQUITY
 OF MORTGAGE FOR THE PURPOSE *
 OF FORECLOSURE *
 VS. * IN THE CIRCUIT COURT FOR
 KENNETH J. RAINES AND MARY V. *
 RAINES, HIS WIFE. * ALLEGANY COUNTY, MARYLAND
 FILED: *March 17, 1971*

ORDER NISI

Ordered this 17th day of March, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported in the above entitled cause by Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of April, 1971, provided a copy of this Order be published in some newspaper published in Allegany County, Maryland, once a week for three successive weeks before the 12th day of April, 1971.

This report states the amount of sale to be \$9,000.00.

Paul C. Heberlein
 Paul Heberlein, Clerk

Filed April 20, 1971

FINAL ORDER

Ordered this 20th day of April, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported as above, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given by the preceding Order, a certificate of the publication of which is hereby filed.

James S. Greig

HARRY I. STEGMAIER
 ATTORNEY AT LAW
 CUMBERLAND, MARYLAND

No Exceptions Filed
 No Cause Shown
 Test: *Paul C. Heberlein*
 Clerk

HARRY I. STEGMAIER, ASSIGNEE * NO. 29936 EQUITY
 OF MORTGAGE FOR THE PURPOSE OF *
 FORECLOSURE *
 VS. * IN THE CIRCUIT COURT FOR
 KENNETH J. RAINES AND MARY V. *
 RAINES, HIS WIFE * ALLEGANY COUNTY, MARYLAND
 .. *Filed April 6, 1971* ..

AFFIDAVIT OF PURCHASER

This is to certify that pursuant to Rule BR 63 of the Maryland Rules of Procedure (1961 ed.) on this 2nd day of April, 1971, before me, in the State of Maryland, the subscriber, personally appeared Edward S. Goodwin, Agent for the First Federal Savings and Loan Association of Greene County, satisfactorily proven and identified and being first duly sworn did make oath that the matters and facts herein concerning the purchase by the First Federal Savings and Loan Association of Greene County, of certain property located at 433 Braddock Street, LaVale, Allegany County, Maryland, which said sale was reported to this Court by Harry I. Stegmaier, Assignee of Mortgage for the purpose of foreclosure on the 18th day of March, 1971, are true and correct to the best of his knowledge, information and belief.

- (1) That said purchaser was not acting as agent for anyone.
- (2) That there are no others interested as principals.
- (3) That said purchaser has not directly or indirectly discouraged anyone from bidding for the said property.

Edward S. Goodwin
 Edward S. Goodwin, Agent for
 the First Federal Savings &
 Loan Association of Greene
 County

WITNESS my hand and Notarial Seal on the date above written.

My Commission Expires: ~~July 20, 1974~~ September 8, 1973

HARRY I. STEGMAIER
 ATTORNEY AT LAW
 CUMBERLAND, MARYLAND

Lara Marie Carroll
 Notary Public

HARRY I. STEGMAIER, ASSIGNEE OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE
VS.
KENNETH J. RAINES AND MARY V. RAINES, HIS WIFE.

ORDER NISI
Ordered this 17th day of March, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported in the above entitled cause to Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19th day of April, 1971, provided a copy of this Order be published in some newspaper published in Allegany County, Maryland, once a week for three successive weeks before the 19th day of April, 1971. This report shows the amount of sale to be \$9,000.00.
Paul Haberlein, Clerk.

TRUE COPY: TEST
Paul U. Haberlein, Clerk
Mar 22 - April 3, 1971

Filed April 20, 1971 Cumberland, Md. April 20, 1971

This is to Certify, That the annexed Order Nisi

Harry I. Stegmaier vs. Kenneth J. & Mary V. Raines - \$9,000.00

was published in The Cumberland Times, a newspaper printed

in the City of Cumberland, on the following dates:

March 20-27-April 3, 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By: *Imogene M. Harbinger*

LIBER 129 PAGE 293

Gen. Inv. 1M 12-69

LIBER 129 PAGE 294

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

HARRY I. STEGMAIER, ASSIGNEE OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE,

VS.

KENNETH J. RAINES and MARY V. RAINES, HIS WIFE.

NO. 29, 936 EQUITY

Filed April 21, 1971

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor respectfully submits herewith his Report in the above entitled cause.

The proceedings constitute the foreclosure of a mortgage by the Assignee for that purpose.

The Mortgage Indebtedness is shown as \$10,141.41, per the Statement of Claim filed in these proceedings.

Proceeds of Sale, including adjustment for current year's prepaid taxes, amount to \$9,063.04.

Disbursements, including Court costs, Assignee's Commission, advertising, Auditor, etc., aggregate \$1,648.28, and which said amount when deducted from the proceeds of sale leaves a balance of \$7,413.76 available for distribution.

The full amount of \$7,413.76 is distributed to the First Federal Savings and Loan Association of Greene County, First Mortgage, on account of its Mortgage Debt, leaving a balance of \$2,728.15 unpaid and due and owing by the Mortgagors to the Mortgagee on account of the Mortgage Indebtedness.

Your Auditor hereby certifies that he has complied with Rule 585 (2) of The Maryland Rules of Procedure relative to the giving of notice to parties of the filing of this Audit in and with this Court.

Respectfully submitted,

Richard J. Mullaney
Richard J. Mullaney-Auditor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

HARRY I. STEGMAIER, ASSIGNEE OF
MORTGAGE FOR THE PURPOSE OF
FORECLOSURE,

VS.

NO. 29,038 EQUITY

KENNETH J. RAINES and MARY
V. RAINES, HIS WIFE

IN THE MATTER OF the foreclosure of a Mortgage from
Kenneth J. Raines and Mary V. Raines, his wife, to First Federal Savings and
Loan Association of Greene County, dated June 22, 1963, and recorded in
Mortgage Liber No. 392, folio 67, one of the Mortgage Records of Allegany
County, Maryland, and duly assigned to Harry I. Stegmaier, Esquire, for the
purpose of foreclosure.

HARRY I. STEGMAIER, ESQUIRE, ASSIGNEE, in account with
Kenneth J. Raines and Mary V. Raines, his wife, relative to and concerning
funds realized from the sale of property described in the above mortgage and
the disbursements and expenditures therein made.

MORTGAGE INDEBTEDNESS:

Balance due on Mortgage to First
Federal Savings and Loan Association
of Greene County, per Statement of
Mortgage Claim filed herein \$ 10,141.91

PROCEEDS OF SALE:

As reported in Report of Sale, filed
in these \$ 9,000.00

1970-71 State and County Real Estate
taxes, prepaid from 3-17-71 to 6-30-
71, prepaid by Assignee from proceeds
of sale 63.04

TOTAL PROCEEDS OF SALE \$ 9,063.04

DISBURSEMENTS:

Harry I. Stegmaier, Reimbursement for
Assignee Court costs ad- \$ 15.00
vanced

Paul Haberlein, Clerk Additional Court
of Court costs 22.00

CARRIED FORWARD \$ 37.00 \$ 9,063.04 \$ 10,141.91

BROUGHT FORWARD

\$ 37.00 \$ 9,063.04 \$ 10,141.91

DISBURSEMENTS, continued:

Harry I. Stegmaier, Assignee	Appearance Fee	10.00
Harry I. Stegmaier, Assignee	Commissions of 9% of \$1,000.00	720.00
Kendall Agency	Bond Premium	55.00
Times and Alleganian Co. Adv. of Sale Order Nisi	\$ 52.50 15.00	67.50
Glen Isner	Auctioneer	15.00
Matthew J. Mullaney	Auditor	27.00
Francis G. Philpot, Tax Collector	1967-68 State and County Taxes	102.89
"	1968-69 State and County Taxes	81.57
"	1969-70 State and County Taxes	85.17
"	1970-71 State and County Taxes	221.11
LaVale Sanitary Commission	Water and Sewer	57.71
1/2 Md. Documentary Stamps		4.00
1/2 Md. Transfer Tax		22.50

TOTAL DISBURSEMENTS

\$ 1,649.28

APPLICABLE TO DISTRIBUTION

\$ 7,413.76

DISTRIBUTION

1. TO: First Federal Savings and Loan Association of Greene County, FIRST MORTGAGEE	On account of Mortgage Indebtedness	\$ 7,413.76
Balance due and owing by Mortgagees to Mortgagee on account of Mortgage Indebtedness		\$ 2,728.15

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

Filed May 20, 1971

State of Maryland, Allegany County, to-wit:

I **Hereby Certify**, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to *May 20* 1971, and that the costs have been paid.

Paul C. Haberlein Clerk.

Ordered this *20* day of *May*, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the *assignee* are hereby directed to pay out the funds accordingly.

Paul C. Haberlein
Clerk

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
of Mortgage for the Purpose
of Foreclosure.
110 Washington Street,
Cumberland, Maryland.
Plaintiff

Vs.

No. *29939* Equity

Urner F. Wigfield, widower
26 Oak Wood Avenue,
Roberts Place, Bowling Green,
Cumberland, Maryland.
Defendant

Filed February 18, 1971

Paul C. Haberlein, Esq.,
Clerk of the Circuit Court:

Kindly docket suit as above set forth and file the following papers which are attached hereto:

1. Mortgage from Urner F. Wigfield, widower, to Cumberland Savings Bank, dated June 10, 1969, and recorded in Mortgage Liber No. 455, folio 472, among the Mortgage Records of Allegany County, Maryland, which was duly assigned to Gorman E. Getty, Assignee for the Purpose of Foreclosure, on February 18, 1971. Kindly record the assignment and charge the cost of the same as part of the costs in these proceedings.

2. Statement of Mortgage Claim.

3. Bond of Assignee.

Gorman E. Getty
GORMAN E. GETTY,
Assignee of Mortgage for the
Purpose of Foreclosure.

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
of Mortgage for the Purpose
of Foreclosure.
110 Washington Street,
Cumberland, Maryland.
Plaintiff

Vs.

No. 29930 Equity.

Urner F. Wigfield, widower
26 Oak Wood Avenue,
Roberts Place, Bowling Green,
Cumberland, Maryland.
Defendant

Filed February 18, 1971

STATEMENT OF MORTGAGE CLAIM

Urner F. Wigfield, widower

To Cumberland Savings Bank,
201 Virginia Avenue,
Cumberland, Maryland.

Unpaid principal balance	\$3,452.79
Accrued Interest to January 26, 1971	<u>107.90</u>
Total Indebtedness due Mortgagee as of January 26, 1971	\$3,560.69

Note: Additional interest at the rate of 7-1/2% per annum from January 26, 1971, to the date of the filing of the audit in this case will be due the Mortgagee.

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 18 day of February, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARCUS A. NAUGHTON, President of CUMBERLAND SAVINGS BANK, and made oath in due form of law that the foregoing Statement of Mortgage Claim of Urner F. Wigfield, widower, is true and correct to the best of his knowledge and information; and the said MARCUS A. NAUGHTON further made oath in due form of law that he is the PRESIDENT of CUMBERLAND SAVINGS BANK, and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year above written.

Marcus A. Naughton
Notary Public.

(Filed & Recorded June 11, 1969 @ 3:30 P.M.)

MORTGAGE—CUMBERLAND SAVINGS BANK

THIS MORTGAGE, Made this 10th day of June, in the year nineteen hundred and sixty-nine by and between URNER F. WIGFIELD, widower,

of Allegany County, in the State of Maryland, hereinafter called Mortgagors, and CUMBERLAND SAVINGS BANK, a corporation duly incorporated under the laws of the State of Maryland, with its principal office in Cumberland, Allegany County, in the State of Maryland, hereinafter called Mortgagee. WITNESSETH:

WHEREAS, the said Mortgagors are justly indebted unto Mortgagee, its successors and assigns, in the full sum of THREE THOUSAND FIVE HUNDRED and no/100 -----
DOLLARS (\$ 3,500.00) with interest from date at the rate of 7 per centum (7.5%) per annum which shall be paid in the following manner:

The sum of Forty-One Dollars and Fifty-Five Cents (41.55) on the _____ day of each month from and after the date hereof to be applied first, to the interest on the balance of principal unpaid, and then to the principal until said principal sum with interest has been fully paid. Upon default in the payment of any installment, the entire principal balance, together with interest thereon, shall become due and payable at the option of the Mortgagee.

WHEREAS, it is covenanted and agreed by and between the parties hereto that in the event of a transfer or change of ownership in the property hereinafter described without the written consent of the Mortgagee, then the entire mortgage indebtedness shall immediately become due and payable at the option of the Mortgagee.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said Mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property:

ALL that real estate situated, lying and being in Allegany County, Maryland, and known and designated as Lot No. 25, Lot No. 26 and Lot No. 27, Roberts Place, First Addition, situated along McMullen Boulevard, the Plat of which Addition is filed in Plat Index 1, folio 67, among the Plat Records of Allegany County, Maryland, and particularly described as a whole as follows, to wit:

BEGINNING for the same at a point on the Westerly side of Oakwood Avenue where the division line between Lots Nos. 24 and 25 in said Addition intersects the same, and running then with the Westerly side of said Avenue North 15 degrees 55 minutes East 25 feet, North 19 degrees 25 minutes East 25 feet, North 54 degrees 8 minutes East 25 feet, then North 34 degrees West 120 feet, then South 40 degrees 6 minutes West 98.4 feet, then South 9 degrees 38 minutes West 55.9 feet, and then South 74 degrees East 110 feet to the place of beginning.

IT BEING the same property which was conveyed by James W. Harris and Stella Harris, his wife, to Urner F. Wigfield and Angela A. Wigfield, his wife, by deed dated October 14, 1952, and recorded in Deeds Liber 245, folio 114, one of the Land Records of Allegany County, Maryland. The said Angela A. Wigfield departed this life in the year 1967, thereby vesting the entire title in this property in Urner F. Wigfield by operation of law.



LIBER 129 PAGE 301

LIBER 129 PAGE 302

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, including awnings, shades, storm doors and windows, floor coverings, screen doors, in-a-door bells, awnings, stairs; and water fixtures, all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not; and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, appurtenances and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth.

PROVIDED, that if the Mortgagors, their heirs, personal representatives or assigns, shall pay the said principal and interest thereon and shall perform all of the covenants and agreements herein on their part contained, then this Mortgage shall be void.

The Mortgagors hereby covenant as follows:

A. To pay the mortgage debt and interest thereon; and to pay, when due, all ground rents, taxes, assessments, public and other dues and other charges levied or assessed or which may be levied or assessed on the premises hereunto mortgaged and on the mortgage debt and interest, and upon payment thereof to exhibit to the Mortgagee the receipt bills therefor at the place of business of the Mortgagee, or if requested by the Mortgagee, to pay in consecutive monthly installments at the time when principal and interest payments are due, a sum equal to one-twelfth of the amount of such taxes, assessments, public and other dues and other charges, said, ground rent, if any, and fire and other hazard insurance premiums, to enable the Mortgagee to pay the same when due, and not to permit any lien or encumbrance on the mortgaged premises superior to the lien of this mortgage.

B. (i) To pay a late charge not to exceed five cents for each dollar of delinquent principal and interest on a maximum charge of \$2.00, on each payment more than fifteen days in arrears, to cover the extra expense incurred in handling delinquent payments.

(ii) To pay a prepayment charge of two months advance interest on the principal amount in excess of receipt of the amount of the original mortgage remain on the loan in any twelve month period. No prepayment charge will be imposed after the expiration of three years from the date loan was made.

C. To keep all buildings subject hereto in good and substantial repair and not permit nor suffer any waste thereof nor to be torn down nor materially changed, nor permit to be torn down or materially changed the improvements on the property hereby mortgaged, without the written consent of the Mortgagee.

D. To keep the improvements upon the property hereby mortgaged insured from loss by fire, war, damage, if avoidable, and such other hazards as may be required by the Mortgagee, in such insurance companies and in such amounts as may be satisfactory to the Mortgagee, and to cause a New York or other standard mortgage clause satisfactory to the Mortgagee, to be attached to such policies and all payments thereunder shall be made to the sole order of the Mortgagee as its interest may appear; and to deliver all such policies to the Mortgagee to be kept by it; and at the option of the Mortgagee, the proceeds of the insurance may be applied by the Mortgagee to the cost, in whole or in part, of repairing or replacing any damage done by fire, or to payment of the mortgage debt.

E. To comply promptly with all laws, ordinances and regulations affecting said premises or their use.

F. To warrant specially the said premises hereby mortgaged and to execute such further assurances thereof as may be requisite.

The parties hereto further covenant and agree as follows:

1. That, in the event of any default in any covenant of this Mortgage, or in the event a receiver or trustee is appointed for the property of the Mortgagors, or any of them, either in bankruptcy or in equity, or in case the Mortgagors or any of them, execute a deed of trust of their property for the benefit of creditors or in the event of any transfer of the said premises by the Mortgagors without the consent in writing of the Mortgagee, then the whole mortgage indebtedness shall, at the option of the Mortgagee, be and become due and payable, and whether or not such option is exercised, interest shall run from such time at the rate as specified in the terms of this mortgage.

2. That the Mortgagors, in accordance with the Maryland Rules of Practice and Procedure and provisions of Art. 66 of the Code of Public General Laws of Maryland, or of any other general or local laws of the State of Maryland relating to mortgages including any amendments thereof or supplements or additions thereto which do not materially impair the remedy, (i) do hereby declare and assent to the passage of a decree by the equity court having jurisdiction for the sale of the property hereby mortgaged, and (ii) do hereby authorize, in the event of any default in any of the covenants of this mortgage, the Mortgagee, its successors and assigns, or Carscaden, Gilchrist and Getty, its attorneys, to sell the mortgaged property. Any such sale whether under the assent to a decree or power of sale, may be made by the person authorized to sell, either as an entirety or in such separate parcels and on such terms and at such places in such manner as they or he may deem advisable.

3. That, upon any sale of said premises under this Mortgage whether under the assent to a decree, the power of sale, or by equitable foreclosure, the proceeds of such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including such counsel fee as the court may deem proper, and also a commission to the party making the sale equal to the commission allowed trustees for making sales of property under decrees of the equity courts having jurisdiction, and also any liens prior to the lien of this mortgage unless said sale is made subject to such prior liens; second, to the payment of all claims of the Mortgagee hereunder; and third, the balance, if any, to the Mortgagor, or to any person or persons entitled thereto.

4. That, immediately upon the first insertion of the advertisement or notice of sale, there shall be and become due and owing by the Mortgagors, and each of them, to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, then due, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the equity courts having jurisdiction, and such party shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions.

LIBER 129 PAGE 303

5. That, should the Mort... or neglect to pay any ground rent, taxes, assessments, public and other dues or charges which may be levied or assessed on the property hereby mortgaged or on the mortgage debt and interest, when due, or to keep the premises insured as agreed herein, the Mortgagee may make such payments or insure the said premises against such loss in such an amount as may be necessary to secure the mortgage indebtedness, and such sum or sums so paid shall be added to the principal of the mortgage indebtedness, interest to run thereon at the rate as specified in the terms of this Mortgage.

6. That, should all or any part of the property hereby mortgaged be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, shall be paid to the Mortgagees and applied to the payment of the mortgage indebtedness.

7. That, the Mortgagee may at any time renew this Mortgage, extend the time for payment of the Mortgage indebtedness or any part thereof or interest thereon and waive any of the covenants or conditions of this Mortgage in whole or in part, either at the request of any one or more of the Mortgagors or of any person having an interest in the property hereby mortgaged, take or release other security, release any party primarily or secondarily liable on this Mortgage, or such other security, or any part of the property hereby mortgaged, grant extensions, renewals or indulgences therein, or apply to the payment and interest of the Mortgage indebtedness any part or all of the proceeds obtained by sale, foreclosure or receivership as herein provided, without resort or regard to other security, all without in any way releasing the Mortgagors, or any of them, from any of the covenants or conditions of this Mortgage, or the unreleased part of the property herein described from the lien of this Mortgage for the amount of the mortgage debt.

8. That, until default be made in any covenant or condition of this Mortgage (but not thereafter), the Mortgagors shall have possession of the property hereby mortgaged. Upon default in any of the covenants or conditions of this Mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, or any of them, to the immediate appointment of a receiver of the property hereby mortgaged to operate the same, without regard to the adequacy thereof as security for the mortgage debt, and upon any default, whether or not a receiver be appointed, the rents and profits of the property hereby mortgaged are hereby assigned to the Mortgagee as additional security.

9. That, the rights, powers, privileges and discretions specifically granted to the Mortgagee under this Mortgage are not in limitation or less in addition to those to which the Mortgagee is entitled under any general or local law relating to mortgages in the State of Maryland, now or hereafter existing.

10. That, this Mortgage shall also secure future advances, as provided by Section 2, Article 66 of the Maryland Code in the same way as provided herein.

11. That any funds on deposit with the Mortgagee in the names of the Mortgagors or any of them, and any securities and property other than cash, acquired by or left in the possession of the Mortgagee by Mortgagors or any of them, whether as collateral security or otherwise, including safekeeping, shall, in the event of any default in any of the covenants of this Mortgage, be additional collateral security for any sums due Mortgagee under the terms hereof.

The covenants, agreements, conditions and limitations of or imposed upon the Mortgagors herein shall be binding upon their respective heirs, personal representatives or assigns.

The rights, powers, privileges and discretions to which the Mortgagee may be entitled herein shall inure to its successors and assigns.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

The Mortgagors by execution of this instrument certify that prior to such execution they have received a Contractual Rider, Agreement, Disclosure Statement and Memorandum of Settlement in connection with this loan as required by Article 49 of the Annotated Code of Maryland and any and all amendments thereto.

WITNESS the hands and seals of said Mortgagors.

WITNESS: Mary Ellen Helm, Urner F. Wigfield (SEAL), [SEAL], [SEAL]

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I HEREBY CERTIFY, That on this 16th day of June, in the year 1969, before me, the undersigned, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared URNER F. WIGFIELD, widower,

and he acknowledged the foregoing Mortgage to be his act and deed; and at the same time before me also personally appeared MARCUS A. NAUGHTON, PRESIDENT of CUMBERLAND SAVINGS BANK, a corporation duly incorporated under the Laws of the State of Maryland, the within named Mortgagee, and made oath, in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and he further made oath that he is the agent of CUMBERLAND SAVINGS BANK and as such is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid. Mary Ellen Helm, NOTARY PUBLIC, My Commission Expires July 1, 1970



Cumberland Maryland February 18, 1971

Equity #29930

CUMBERLAND SAVINGS BANK hereby assigns the within and foregoing mortgage unto Gorman E. Getty, Assignee for the purpose of foreclosure. IN WITNESS WHEREOF, Cumberland Savings Bank, has caused these presents to be signed by its President, duly attested by its Cashier, with its corporate seal hereto affixed, all the day and year above written.

ATTEST: Naomi J. Oliver, Cashier

CUMBERLAND SAVINGS BANK By Marcus A. Naughton, President

LIBER 129 PAGE 304



Assignment LIBER 455 PAGE 149

OF MORTGAGE FROM Cumberland Savings Bank

TO Gorman E. Getty, Esquire for foreclosure AS RECORDED IN

LIBER 455 FOLIO 172

MAIL TO Gorman E. Getty, Esquire

1971 FEB 18

Handwritten initials 'JEG'

LIBER 129 PAGE 305 Liber-13 PAGE-529

BOND No. 29930 Equity

KNOW ALL MEN BY THESE PRESENTS, That we, Gorman E. Getty, of Cumberland, Allegany County, Maryland, as Principal, and Hartford Accident and Indemnity Company, a corporation duly incorporated under the Laws of the State of Connecticut, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Dollars (\$4,000.00), current money, to be paid to the said State of Maryland, or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our heirs, successors, personal representatives and assigns, jointly and severally, firmly by these presents.

EXECUTED by us this 12th day of February, 1971.

WHEREAS, by virtue of a power of sale contained in a mortgage from Urner F. Wigfield, widower, to Cumberland Savings Bank, a Maryland corporation, dated June 10, 1969, and recorded in Mortgage Liber No. 455, folio 472, among the Mortgage Records of Allegany County, Maryland, which said mortgage has been duly assigned to the said Gorman E. Getty for the purpose of foreclosure, and thereunder the said Gorman E. Getty was authorized and empowered to make sale of the property described in said mortgage in case default shall be made in the payment of the principal debt secured by said mortgage or of the interest thereon, in whole or in part, or in case other default shall have been made under the agreements, covenants and conditions of said mortgage; and

WHEREAS, default has been made in the payment of the above obligation, and the said Gorman E. Getty is about to exercise said power of sale and to make sale of the property described in the aforesaid mortgage.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION

FILED AND AT
February 18 71
Paul C. Haberman

LIBER 129 PAGE 306 Liber-13 PAGE-530

IS SUCH that if the above bounden Gorman E. Getty does and shall well and faithfully abide by and fulfill any order or decree which may be made in any Court of Equity in relation to the sale of such property, or the proceeds thereof, then the above obligation to be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Angela M. Sunkel

Gorman E. Getty (SEAL)
GORMAN E. GETTY

ATTEST:

Angela M. Sunkel

HARTFORD ACCIDENT AND
INDEMNITY COMPANY
By *John E. Love*
Attorney-in-Fact

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
of Mortgage for the Purpose
of Foreclosure.
Plaintiff :
No. 29930 Equity
Vs. :
Uerner F. Wigfield, widower
Defendant : *Filed March 16, 1971*

AFFIDAVIT OF COMPLIANCE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of March, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GORMAN E. GETTY, Assignee, and made oath in due form of law that on February 24, 1971, he mailed to Uerner F. Wigfield, 26 Oakwood Avenue, Roberts Addition, Bowling Green, Cumberland, Maryland, 21502, a notice concerning the filing of foreclosure proceedings in the Circuit Court for Allegany County, Maryland, foreclosing on behalf of Cumberland Savings Bank, Cumberland, Maryland, a certain mortgage held by that Bank on his property located at 26 Oakwood Avenue, Roberts Addition, Bowling Green, Cumberland, Maryland, a copy of which said notice is attached hereto; and that there was enclosed with said notice a copy of an Advertisement of Sale to be held on March 13, 1971 at 10:00 A. M. EST, a copy of which advertisement is also attached hereto; and that said letter and enclosures were actually received by the said Uerner F. Wigfield as will appear by reference to the Registered Mail Return Receipt attached hereto and made a part hereof.

Gorman E. Getty
Deponent

Subscribed and sworn to before me by the above named deponent the day and year first above written.

Angela S. Smith
Notary Public.

February 24, 1971

Mr. Uerner F. Wigfield,
26 Oakwood Avenue,
Roberts Addition,
Bowling Green,
Cumberland, Maryland 21502

Dear Mr. Wigfield:

Please be advised that Cumberland Savings Bank has assigned a certain mortgage held by it covering your property located at 26 Oakwood Avenue, Roberts Addition, Bowling Green, Cumberland, Allegany County, Maryland, to me for the purpose of foreclosure.

I have prepared and filed foreclosure proceedings in the Circuit Court for Allegany County, Maryland, and am enclosing a copy of the Notice of Sale which is to be held on March 13, 1971 at 10:00 A. M.

You will have the right to discharge this indebtedness in full at any time prior to the date of sale; and if you desire to do so, I would suggest that you contact Cumberland Savings Bank, 231 Virginia Avenue, Cumberland, Maryland, with respect to such payment. You are, of course, privileged to be present at the sale, and to bid at the sale which is public.

Very truly yours,

GORMAN E. GETTY

GEG/as
Enc (copy of Advertisement of Sale)

LIBER 129 PAGE 309

Carscaden, Gilchrist and Getty
Attorneys At Law,
110 Washington Street,
Cumberland, Maryland

ASSIGNEE'S SALE OF
ONE-STORY FRAME BUNGALOW AND LARGE LOT,
LOCATED IN BOWLING GREEN, CUMBERLAND,
ALLEGANY COUNTY, MARYLAND.

Under and by virtue of a power of sale contained in a mortgage from Urner F. Wigfield, widower, dated June 10, 1969, and recorded in Mortgage Liber 455, folio 472, among the Mortgage Records of Allegany County, Maryland, and duly assigned to me for the purpose of foreclosure, default having been made under the agreements, covenants and conditions of said mortgage, the undersigned will offer for sale, at public auction, in front of the Court House, on Washington Street, in the City of Cumberland, Allegany County, Maryland, on

SATURDAY, MARCH 13, 1971, AT
TEN O'CLOCK, A.M., EST

the following property:

ALL that real estate situated, lying and being in Allegany County, Maryland, and known and designated as Lot No. 25, Lot No. 26 and Lot No. 27, Roberts Place, First Addition, situated along McMullen Boulevard, the Plat of which Addition is filed in Plat Index 1, folio 67, among the Plat Records of Allegany County, Maryland, and particularly described as a whole as follows, to wit:

BEGINNING for the same at a point on the Westerly side of Oakwood Avenue where the division line between Lots Nos. 24 and 25 in said Addition intersects the same, and running then with the Westerly side of said Avenue North 15 degrees 55 minutes East 25 feet, North 19 degrees 25 minutes East 25 feet, North 54 degrees 8 minutes East 25 feet, then North 34 degrees West

LIBER 129 PAGE 310

120 feet, then South 40 degrees 6 minutes West 98.4 feet, then South 9 degrees 38 minutes West 55.9 feet, and then South 74 degrees East 110 feet to the place of beginning.

IT BEING the same property which was conveyed by James W. Harris and Stella Harris, his wife, to Urner F. Wigfield and Angela A. Wigfield, his wife, by deed dated October 14, 1952, and recorded in Deeds Liber 245, folio 114, one of the Land Records of Allegany County, Maryland. The said Angela A. Wigfield departed this life in the year 1962, thereby vesting the entire title in this property in Urner F. Wigfield by operation of law.

The above property is improved by a one-story frame bungalow with 5 rooms, 1 bath, gas-fired hot-air furnace, full basement, water, gas and electricity.

TERMS OF SALE: Cash on day of sale unless otherwise arranged with the Assignee. All of the State, County and Sanitary District taxes, insurance, rents, water rents and utility charges will be adjusted as of the day of sale.

GORMAN E. GETTY,
Assignee for the Purpose of
Foreclosure.

Cumberland News,
February 20 and 26,
March 5 and 12, 1971

PLEASE FURNISH SERVICE(S) INDICATED BY CHECKED BLOCK(S). REQUIRED FEE(S) PAID.	
<input type="checkbox"/> Show to whom, date and address where delivered	<input type="checkbox"/> Deliver ONLY to addressee
RECEIPT Received the numbered article described below.	
REGISTER NO. 0867	SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in) <i>Uerner F. Wigfield</i>
CERTIFIED NO.	SIGNATURE OF ADDRESSEE'S AGENT, IF ANY
INSURED NO.	LIBER 129 PAGE 312
DELIVERED FEB 24 1971	SHOW WHERE DELIVERED (only if requested)

400-10-71500-11 247-100 GPO

LIBER 129 PAGE 312

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
of Mortgage for the Purpose
of Foreclosure,
Plaintiff

Vs.

Uerner F. Wigfield, widower
Defendant

:
:
: No. 29930 Equity

:
: Filed March 16, 1971

AFFIDAVIT OF PURCHASER IN ACCORDANCE WITH RULE ER6

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of March, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared W. EDWARD EICHNER, and after being duly sworn did depose and say: that he is duly authorized to make this affidavit; that he and his wife, Thelma E. Eichner, purchased the improved property which is the subject of the above captioned proceedings at the public sale held in Cumberland, Allegany County, Maryland, on Saturday, March 13, 1971, at 10:00 A. M. EST; that in connection with said sale he was not acting as agent for any one other than himself and his wife; that there are no others interested in said purchase as principals; that neither he nor his wife has directly or indirectly discouraged anyone from bidding for said property at said sale; and that said sale was fairly held and conducted.

W. Edward Eichner
W. EDWARD EICHNER

Subscribed and sworn to before me the day and year first above written.

Carroll M. Sullivan
NOTARY PUBLIC.

My Commission Expires: July 1, 1974

ASSIGNEE'S SALE OF ONE-STORY
FRAME BUNGALOW AND LARGE LOT,
LOCATED IN BOWLING GREEN,
CUMBERLAND, ALLEGANY COUNTY,
MARYLAND.

Under and by virtue of a power of sale
contained in a mortgage from Urner F.
Wigfield, widower, dated June 10, 1969,
and recorded in Mortgage Liber 455, folio
472, among the Mortgage Records of
Allegany County, Maryland, and duly as-
signed to me for the purpose of fore-
closure, default, having been made under
the agreements, covenants and conditions
of said mortgage, the undersigned will
offer for sale, at public auction, in front
of the Court House on Washington Street,
in the City of Cumberland, Allegany
County, Maryland, on

SATURDAY, MARCH 13, 1971, AT
TEN O'CLOCK, A.M., EST.

the following property:
ALL that real estate situated, lying
and being in Allegany County, Maryland,
and known and designated as Lot No. 25,
Lot No. 26 and Lot No. 27, Roberts
Place, First Addition, situated along Mc-
Mullen Boulevard, the Plat of which Ad-
dition is filed in Plat Index 1, folio 67,
among the Plat Records of Allegany
County, Maryland, and particularly de-
scribed as a whole as follows, to wit:

BEGINNING for the same at a point
on the Westerly side of Oakwood Avenue
where the division line between Lots Nos.
24 and 25 in said Addition intersects the
same, and running then with the West-
erly side of said Avenue North 15 de-
grees 55 minutes East 25 feet, North 19
degrees 25 minutes East 25 feet, then
North 34 degrees West 120 feet, then
South 40 degrees 4 minutes West 40.0
feet, then South 3 degrees 24 minutes
West 55.0 feet, and then South 71 de-
grees East 110 feet to the place of be-
GINNING.

IT BEING the same property which
was conveyed by James W. Harris and
Maude Harris, his wife, to Urner F.
Wigfield and Angela A. Wigfield, his
wife, by deed dated October 11, 1962, and
recorded in Deeds Liber 243, folio 111,
among the Land Records of Allegany
County, Maryland. The said Angela A.
Wigfield departed this life in the year
1962, thereby vesting the entire title in
the property in Urner F. Wigfield by
operation of law.

The above property is improved by a
one-story frame bungalow with 3 rooms,
1 bath, gas-fired hot-air furnace, full
basement, water, gas and electricity.

TERMS OF SALE: Cash on day of
sale unless otherwise arranged with the
Assignee. All of the State, County and
Sanitary District taxes, insurance, trash,
water rents and utility charges will be
adjusted as of the day of sale.

GORMAN E. GETTY,
Assignee for the Purpose of
Foreclosure.

Adv. N. Feb. 20-26, March 5-12.

Gen. 117 1M 12-69

LIBER 129 PAGE 313 Cumberland, Md. March 15, 1971

Filed March 16, 1971

This is to Certify, That the annexed Assignee's Sale of...

property located in Roberts Place, Bowling "Urner F. Wigfield"

was published in The Cumberland NEWS, a newspaper printed

in the City of Cumberland, on the following dates:

February 20-26, March 5-12, 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

LIBER 129 PAGE 314

Carscaden, Gilchrist and Getty,
Attorneys At Law,
110 Washington Street,
Cumberland, Maryland

*No. 29930 Equity
Filed March 16, 1971*

ASSIGNEE'S SALE OF
ONE-STORY FRAME BUNGALOW AND LARGE LOT,
LOCATED IN BOWLING GREEN, CUMBERLAND,
ALLEGANY COUNTY, MARYLAND.

Under and by virtue of a power of sale contained in a mortgage from
Urner F. Wigfield, widower, dated June 10, 1969, and recorded in Mortgage
Liber 455, folio 472, among the Mortgage Records of Allegany County,

Maryland, and duly assigned to me for the purpose of foreclosure, default,
having been made under the agreements, covenants and conditions of said
mortgage, the undersigned will offer for sale, at public auction, in front of
the Court House, on Washington Street, in the City of Cumberland, Allegany
County, Maryland, on

SATURDAY, MARCH 13, 1971, AT
TEN O'CLOCK, A.M., EST.

the following property:

ALL that real estate situated, lying and being in Allegany County,
Maryland, and known and designated as Lot No. 25, Lot No. 26 and Lot No.
27, Roberts Place, First Addition, situated along McMullen Boulevard, the
Plat of which Addition is filed in Plat Index 1, folio 67, among the Plat Records
of Allegany County, Maryland, and particularly described as a whole as
follows, to wit:

BEGINNING for the same at a point on the Westerly side of Oakwood
Avenue where the division line between Lots Nos. 24 and 25 in said Addition
intersects the same, and running then with the Westerly side of said Avenue
North 15 degrees 55 minutes East 25 feet, North 19 degrees 25 minutes East
25 feet, North 54 degrees 8 minutes East 25 feet, then North 34 degrees West

LIBER 129 PAGE 315

120 feet, then South 40 degrees 6 minutes West 98.4 feet, then South 9 degrees 38 minutes West 55.9 feet, and then South 74 degrees East 110 feet to the place of beginning.

IT BEING the same property which was conveyed by James W. Harris and Stella Harris, his wife, to Urner F. Wigfield and Angela A. Wigfield, his wife, by deed dated October 14, 1952, and recorded in Deeds Liber 245, folio 114, one of the Land Records of Allegany County, Maryland. The said Angela A. Wigfield departed this life in the year 1962, thereby vesting the entire title in this property in Urner F. Wigfield by operation of law.

The above property is improved by a one-story frame bungalow with 5 rooms, 1 bath, gas-fired hot-air furnace, full basement, water, gas and electricity.

TERMS OF SALE: Cash on day of sale unless otherwise arranged with the Assignee. All of the State, County and Sanitary District taxes, insurance, rents, water rents and utility charges will be adjusted as of the day of sale.

GORMAN E. GETTY,
Assignee for the Purpose of
Foreclosure.

Cumberland News,
February 20 and 26,
March 5 and 12, 1971

LIBER 129 PAGE 316

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
of Mortgage for the Purpose
of Foreclosure.
Plaintiff

:
:
: No. 29930 Equity

Vs.

Urner F. Wigfield, widower
Defendant

:
: *Filed March 13, 1971*

REPORT OF SALE, ORDER NISI AND FINAL ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Gorman E. Getty, Assignee of Mortgage for the Purpose of Foreclosure of a certain mortgage from Urner F. Wigfield, widower, dated June 10, 1969, and recorded in Mortgage Liber No. 455, folio 472, among the Mortgage Records of Allegany County, Maryland, default having occurred in the terms and conditions of said mortgage, which mortgage after said default was duly assigned to the said Gorman E. Getty, for the purpose of foreclosure, respectfully represents:

That after giving bond with security for the faithful discharge of his duty, which said bond was duly filed with and approved by the Clerk of this Court, and after giving notice of the time, place, manner and terms of sale by advertisement inserted in the Cumberland News, a newspaper published in Cumberland, Allegany County, Maryland, for more than 20 days preceding the day of sale, a copy of which said advertisement, together with a certificate of its publication is attached hereto, said Assignee did, pursuant to said notice, personally attend said sale in front of the Court House, on Washington Street, in the City of Cumberland, Allegany County, Maryland, on Saturday, March 13, 1971, at 10:00 o'clock A. M., EST, and did then and there proceed to sell the improved property described in said mortgage, to wit:

ALL that real estate situated, lying and being in Allegany County, Maryland, and known and designated as Lot No. 25, Lot No. 26 and Lot No. 27, Roberts Place, First Addition, situated along McMullen Boulevard, the Plat of which Addition is filed in Plat Index 1, folio 67, among the Plat Records of Allegany County, Maryland, and particularly described as a whole as follows, to wit:

BEGINNING for the same at a point on the Westerly side of Oakwood Avenue where the division line between Lots Nos. 24 and 25 in said Addition intersects the same, and running then with the Westerly side of said Avenue North 15 degrees 55 minutes East 25 feet; North 19 degrees 25 minutes East 25 feet, North 54 degrees 8 minutes East 25 feet, then North 34 degrees West 120 feet, then South 40 degrees 6 minutes West 98.4 feet, then South 9 degrees 38 minutes West 55.9 feet, and then South 74 degrees East 110 feet to the place of beginning.

IT BEING the same property which was conveyed by James W. Harris and Stella Harris, his wife, to Urner F. Wigfield and Angela A. Wigfield, his wife, by deed dated October 14, 1952, and recorded in Deeds Liber 245, folio 114, one of the Land Records of Allegany County, Maryland. The said Angela A. Wigfield departed this life in the year 1962, thereby vesting the entire title in this property in Urner F. Wigfield by operation of law.

The above property is improved by a one-story frame bungalow with 5 rooms, 1 bath, gas-fired hot-air furnace, full basement, water, gas and electricity.

AND after having had said sale called for a reasonable length of time by Raymond W. Walker, a competent and experienced auctioneer, said property was sold to W. Edward Eichner and Thelma E. Eichner, his wife, at and for the sum of Six Thousand Four Hundred Dollars (\$6,400.00), said purchasers at that price being the highest bidders therefor; and your Assignee further

reports that said purchasers have paid to him the sum of Five Hundred Dollars (\$500.00) as a down payment on said purchase, and have arranged to pay the balance of said purchase price of Five Thousand Nine Hundred Dollars (\$5,900.00) upon the ratification of said sale by this Court.

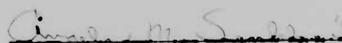
AND as in duty bound, etc.


GORMAN E. GETTY,
Assignee of Mortgage for the
Purpose of Foreclosure

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of March, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared GORMAN E. GETTY, ASSIGNEE OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE, and made oath in due form of law that the facts, matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal the day and year above written.


NOTARY PUBLIC.

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee
of Mortgage for the Purpose
of Foreclosure,
110 Washington Street,
Cumberland, Maryland.
Plaintiff

Vs.

Urner F. Wigfield, widower
26 Oakwood Avenue,
Roberts Place, Bowling Green
Cumberland, Maryland.
Defendant

No. 29930 Equity

ORDER NISI

ORDERED this 16 day of March, 1971, by the Circuit
Court for Allegany County, Maryland, sitting in Equity, that the sale made
and reported in the above cause by Gorman E. Getty, Assignee of Mortgage
for the Purpose of Foreclosure, be ratified and confirmed unless cause to the
contrary thereof be shown on or before the 19 day of April,
1971; provided that a copy of this Order be published in some newspaper
published in Allegany County, Maryland, once a week for three successive
weeks before the 12 day of April, 1971.

The Report states the amount of sale to be Six Thousand Four Hundred
Dollars (\$6,400.00).

Paul Haberlein
Clerk of Court

No. 29930 Equity
 Filed April 29, 1971
 Paul Haberlein
 Clerk

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

Gorman E. Getty, Assignee of
Mortgage for the Purpose
of Foreclosure,
Plaintiff

Vs.

Urner F. Wigfield, widower
Defendant

No. 29930 Equity

Filed April 29, 1971

FINAL ORDER

ORDERED this 29 day of April, 1971, by the Circuit
Court for Allegany County, Maryland, sitting in Equity, that the sale made
and reported as above by Gorman E. Getty, Assignee of Mortgage for the
Purpose of Foreclosure, be, and the same is hereby ratified and confirmed,
no cause to the contrary thereof having been shown, although due notice
appears to have been given as required by the preceding Order, a certification
of the publication of which is herewith filed;

AND IT IS FURTHER ORDERED that the Assignee be allowed the
commissions named in the mortgage and expenses (not personal).

Harold E. Naughton

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND
German E. Getty, Assignee of Mortgage for the Purpose of Foreclosure, 118 West Main Street, Cumberland, Maryland, Plaintiff, vs. Urner F. Wigfield, widower, 28 Oakwood Avenue, Roberts Park, Bowling Green, Cumberland, Maryland, Defendant.
No. 2908 Equity
ORDER NISI
ORDERED this 19th day of March, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported in the above equity by German E. Getty, Assignee of Mortgage for the Purpose of Foreclosure, be nullified and continued unless cause to the contrary thereof be shown on or before the 19th day of April, 1971, provided that a copy of the Order be published in some newspaper published in Allegany County, Maryland, once a week for three successive weeks before the 19th day of April, 1971.
The Report states the amount of sale to be Six Thousand Four Hundred Dollars (\$6,400.00).
Paul C. Harwood
Clerk of Court
Ad. T. March 19-26 April 2

Filed April 29, 1971, Cumberland, Md. April 28, 1971

This is to Certify, That the annexed Order Nisi #29930..

Equity "German E. Getty vs. Urner F. Wigfield" (\$6,400.00)

was published in *The Cumberland Times*, a newspaper printed

in the City of Cumberland, on the following dates:

March 19-26-April 2, 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Harwood*

LIBER 129 PAGE 321

Case 112 EM 12-69

LIBER 129 PAGE 322

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

GERMAN E. GETTY, ASSIGNEE OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE,

VS.

NO. 29,830 EQUITY

URNER F. WIGFIELD, WIDOWER

Lucia May 5-1971

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor respectfully submits herewith his Report in the above entitled cause.

The proceedings constitute the foreclosure of a Mortgage by the Assignee for that purpose.

The Mortgage indebtedness as shown by the Statement of Claim is \$3,560.69. To this your Auditor has allowed additional interest from January 26, 1971, to May 5, 1971, in the amount of \$71.22, making a total Mortgage Debt of \$3,631.91.

Proceeds of the sale as reported in the Report of Sale was \$6,400.00. The purchaser owes for items prepaid by the Assignee the sum of \$70.66, making the total proceeds of sale in the amount of \$6,470.66.

Disbursements, including Court costs, Assignee's commission, advertising, Auditor, etc. aggregate \$1,183.45, leaving a balance of \$ 5,289.48 available for distribution.

The sum of \$3,631.91 is distributed to Cumberland Savings Bank in full payment of its Mortgage Claim, and the balance of \$1,657.57 is distributed to the Mortgagor, as the owner of the property.

Your Auditor hereby certifies that he has complied with Rule 595 (2) of The Maryland Rules of Procedure relative to giving notice of the filing of this Audit with this Court.

Respectfully submitted,

Matthew J. Mullaney
Matthew J. Mullaney, Auditor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

GORMAN E. GETTY, ASSIGNEE OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE, :
 VS. : NO. 29,930 EQUITY
 URNER F. WIGFIELD, WIDOWER :

IN THE MATTER OF the foreclosure of a Mortgage from Urner F. Wigfield, widower, to Cumberland Savings Bank, dated June 10, 1969, and recorded in Mortgage Records of Allegany County, Maryland, in Liber No. 455, folio 478, and duly assigned to Gorman E. Getty, Esquire, for the purpose of foreclosure.

GORMAN E. GETTY, ESQUIRE, ASSIGNEE, in account with Urner F. Wigfield relative to and concerning funds realized from sale of property described in the above mortgage and the disbursements and expenditures therein made.

MORTGAGE INDEBTEDNESS:

Balance due on Mortgage to Cumberland Savings Bank, per Statement of Mortgage Debt filed herein	\$ 3,560.69
Additional Interest allowed by Auditor from 1/26/71 to May 9, 1971, allowed by Auditor	71.22
TOTAL MORTGAGE DEBT	\$ 3,631.91

PROCEEDS OF SALE

As reported in Report of sale filed in these proceedings	\$ 6,400.00
Pro-rata 1970-71 State and County Real Estate taxes, pro-rated as of 3/13/1971, prepaid to June 30, 1971	50.35
Pro-rata Sewer Service charge for quarter ending 3/31/71, prepaid to 3/31/71	2.13
Pro-rata 1971 Front Footage as of 3/13/71, prepaid to December 31, 1971	16.18
CARRIED FORWARD - - - - -	\$ 6,470.66 \$ 3,631.91

Pro-rata Water charge, prepaid to March 31, 1971	2.27
TOTAL GROSS PROCEEDS OF SALE	\$ 6,472.93

DISBURSEMENTS:

Gorman E. Getty, Assignee	Reimbursements for Court costs advanced	\$ 16.00
Paul Haberlein, Clerk	Additional Costs	22.00
Gorman E. Getty, Assignee	Appearance Fee	10.00
Gorman E. Getty, Assignee	Commissions of 5% of \$6,400.00	319.00
Beall, Garner & Geare	Bond Premium	16.00
Times and Alleganian Co.	Adv. of Sale Order Misi	\$ 40.63 15.00 55.63
Raymond Walker	Auctioneer	20.00
Matthew J. Mullaney	Auditor	36.00
Francis G. Philpot, Tax Collector	1969-70 State & County R.E. Tax	161.45
Francis G. Philpot, Tax Collector	1970-71 State & County R. E. Tax	171.07
City of Cumberland, Maryland	Water Rent to 3/31/1971	24.00
Allegany County Sanitary Commission	Sewer Service charge to quarter ending 3/31/1971	70.11
Allegany County Sanitary Commission	1970 Front Footage Charge	24.19
Allegany County Sanitary Commission	1971 Front Footage Charge	22.85
	1/2 Md. Documentary Stamps	7.15
	1/2 Maryland Transfer Tax	16.00
TOTAL DISBURSEMENTS		\$ 1,183.45
BALANCE FOR DISTRIBUTION		\$ 5,289.48

<u>DISTRIBUTION</u>		
1. TO: Cumberland Savings Bank	Mortgage Debt in full	\$ 3,631.91
2. TO: Urner F. Wigfield	Mortgagor	\$ 1,657.57
		\$ 5,289.48 \$ 5,289.48

Matthew J. Mullaney
 Matthew J. Mullaney-Auditor

State of Maryland, Allegany County, to-wit:

Filed May 25, 1971

I Herby Certify, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to *May 25* 1971, and that the costs have been paid.

Paul C. Haberlein Clerk.

Ordered this *25* day of *May*, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the *assessments* are hereby directed to pay out the funds accordingly.

Paul C. Haberlein
Clerk

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

EMMA J. CUDDY, WIDOW, ET AL. : No. 27,432 EQUITY.

EX PARTE. :

----- *Filed July 15, 1965*

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Margaret H. Walsh, Trustee under the Last Will and Testament of Mary Elizabeth Hanna, deceased, by Albert A. Doub, her solicitor, respectfully shows:

First: That heretofore to-wit: on the *14th* day of December, 1964, your Petitioner was authorized to pay unto her solicitor the sum of Two Hundred Fifty (\$250.00) Dollars as a counsel fee for his services in connection with the institution of these proceedings and sale of the Bowery Street property in Frostburg, Maryland, one of the parcels of real estate mentioned therein.

Second: That since said date, said attorney has devoted a great deal of time and effort in assisting your Petitioner in making sale of the other property mentioned in these proceedings known as the Center Street property; that your Petitioner has recently arranged to sell said property for Four Thousand Two Hundred (\$4,200.00) Dollars and said sale has been reported to your Honorable Court and is now ready for ratification; that said attorney handled all matters in connection with this sale, including consultations and advice to your Petitioner and consultations with the purchaser, preparation of the Report of Sale and Order Nisi and will arrange for the ratification thereof and will prepare the deed to the purchasers. Said attorney will also be required to assist your Petitioner in having an audit stated of the proceeds of both sales of real estate which total Eight Thousand Four Hundred (\$8,400.00) Dollars.

Third: That said attorney has received no compensation for his services aforesaid other than the sum of Two Hundred Fifty Dollars aforementioned; that his professional services are of great value to all parties in interest.

LEAF 129 PAGE 327

WHEREFORE, your Petitioner respectfully prays your Honorable Court to pass an Order authorizing her to pay unto said attorney a reasonable counsel fee for his services aforementioned.

Respectfully submitted,


SOLICITOR FOR PETITIONER

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 15th day of July, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared ALBERT A. DOUB, Attorney for Margaret H. Walsh, Trustee of Mary Elizabeth Hanna, deceased, (to me personally known or satisfactorily identified) and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information, and belief.

WITNESS my Hand and Notarial Seal the day and year last above written.


NOTARY PUBLIC

My Commission expires: July 1, 1967

LAW OFFICES
ALBERT A. DOUB
CUMBERLAND, MD.

LEAF 129 PAGE 328

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

EMMA J. CUDDY, WIDOW, ET AL. : NO. 27,432 EQUITY.
EX PARTE. : -----

ORDER

Upon the foregoing Petition and affidavit thereto, it is ORDERED this 15th day of July, 1965, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that Margaret H. Walsh, Trustee under the Last Will and Testament of Mary Elizabeth Hanna, deceased, be and she is hereby authorized and directed to pay from the funds in this estate unto her attorney, Albert A. Doub, the sum of three hundred and fifty Dollars as an additional counsel fee for his professional services as set forth in the foregoing Petition.


ASSOCIATE JUDGE

LAW OFFICES
ALBERT A. DOUB
CUMBERLAND, MD.

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND.

EMMA J. CUDDY, widow,
 HOWARD T. HANNA, unmarried,
 MARGARET H. WALSH and
 WILLIAM E. WALSH, her husband,
 and
 MARGARET H. WALSH, Trustee under
 The Last Will and Testament of
 Mary E. Hanna, deceased.

NO. 27432 EQUITY.

EX PARTE.

TRUSTEE'S REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Margaret H. Walsh, Trustee under the Last Will and Testament of Mary Elizabeth Hanna, deceased, respectfully shows:

That after giving bond with security for the faithful performance of her trust, and having complied with all the other prerequisites of the Decree passed in these proceedings on September 23, 1964, and, pursuant to said Decree, your Trustee sold the hereinafter described property to Paul Donald Hostetler and Hazel Yvonne Hostetler, his wife, at private sale for Four Thousand Two Hundred (\$4,200.00) Dollars, the same being the highest offer she could obtain for said property and said purchasers have paid to your Trustee the sum of One Hundred Fifty (\$150.00) Dollars and have agreed to pay the balance of said purchase money, viz: Four Thousand Fifty (\$4,050.00) Dollars upon the ratification of this sale and delivery of deed.

The property sold by your Trustee being more particularly described as follow, to-wit:

All that lot, piece or parcel of ground situate, lying and being on Center Street in the City of Frostburg, Allegany County, Maryland, and known and distinguished as Lot No. Six (6) in Block No. Sixteen (16) in Beall's First Addition to Frostburg, said property being more particularly described as follows, to-wit:

BEGINNING for the same at the Southwest corner of Lot Number Five of said Block, and running thence with the line of Center Street, South 37 degrees 20 minutes West 50 feet and one-tenth of a foot, thence North 52 degrees 40 minutes West 150 feet to an alley, thence with the line of

LAW OFFICES
 ALBERT A. DOUB
 CUMBERLAND, MD.

same, North 37 degrees 20 minutes East 50 feet and one-tenth of a foot, thence South 52 degrees 40 minutes East 150 feet and one-tenth of a foot to the place of beginning.

BEING the "First Parcel" particularly described in a deed to the said Mary E. Hanna from George T. Hanna et ux dated February 18, 1936, and recorded in Liber No. 174, folio 305 among the Land Records of Allegany County, Maryland.

Respectfully submitted,

Margaret H. Walsh Trustee
 MARGARET H. WALSH, TRUSTEE

Albert A. Doub
 SOLICITOR FOR TRUSTEE

STATE OF MARYLAND,
 ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th day of June, 1965, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared MARGARET H. WALSH, TRUSTEE, under the Last Will and Testament of Mary Elizabeth Hanna, deceased, (to me personally known or satisfactorily identified) and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of ^{her} knowledge and belief; and the sale therein reported was fairly made.

WITNESS my Hand and Notarial Seal the day and year last above written.

Clara Mae Loggman
 NOTARY PUBLIC

My Commission expires: July 1, 1965

LAW OFFICES
 ALBERT A. DOUB
 CUMBERLAND, MD.

LIBER 129 PAGE 331

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

EMMA J. CUDDY, widow, :
HOWARD T. HANNA, unmarried, :
MARGARET E. WALSH and :
WILLIAM E. WALSH, her husband, :
and :
MARGARET E. WALSH, Trustee under : NO. 27432 EQUITY.
the Last Will and Testament of :
Mary E. Hanna, deceased. :

EX PARTE.

ORDER NISI

ORDERED by the Circuit Court for Allegany County, Maryland, that the sale of the property mentioned in these proceedings, made and reported by Margaret E. Walsh, Trustee under the Last Will and Testament of Mary E. Hanna, deceased, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 12th day of July next, provided a copy of this Order be inserted in some daily newspaper printed in Allegany County, Maryland, once in each of three successive weeks before the 5th day of July next.

The report states the amount of the sale to be \$4,200.00.

Joseph E. Bowen
CLERK OF CIRCUIT COURT

No Exceptions filed up to July 15, 1965
By Joseph E. Bowen
Clerk

LAW OFFICES
ALBERT A. DOUB
CUMBERLAND, MD.

LIBER 129 PAGE 332

filed July 15, 1965 Cumberland, Md. July 15, 1965

This is to Certify, That the annexed

Order Nisi

was published in The Cumberland Times, a newspaper printed

in the City of Cumberland, on the following dates:

June 15, 22, 29 1965

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By Mary Louise Barrett

LAW OFFICES
ALBERT A. DOUB
LIBERTY TRUST BUILDING
IN THE CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
EMMA J. CUDDY, widow,
HOWARD T. HANNA, unmarried,
MARGARET E. WALSH and
WILLIAM E. WALSH, her husband,
and
MARGARET E. WALSH, Trustee under the
Last Will and Testament of Mary E.
Hanna, deceased.
EX PARTE.
ORDERED by the Circuit Court for
Allegany County, Maryland, this 10th day
of June that the sale of the
property mentioned in these proceedings,
made and reported by Margaret E.
Walsh, Trustee under the Last Will and
Testament of Mary E. Hanna, deceased,
be ratified and confirmed unless cause
to the contrary thereof be shown on or
before the 12th day of July next, provided
a copy of this Order be inserted in some
daily newspaper printed in Allegany
County, Maryland, once in each of three
successive weeks before the 5th day of
July next.
The report states the amount of the
sale to be \$4,200.00.
JOSEPH E. BOWEN,
Clerk of Circuit Court
True Copy: Test.
Joseph E. Bowen, Clerk
Adv. 1 - June 15-22-29

Gen. 117 IM 11-62



LIBER 129 PAGE 333

Insurance and Realty Co.

110 W. MAIN ST., FROSTBURG, MD. P. O. BOX 227 OVERBROOK 86661

August 4, 1964

*No. 27432 Equity
Filed July 28, 1965*

Mrs. Margaret Walsh
82 Broadway
Frostburg, Md.

Dear Mrs. Walsh:

We have examined the properties located at No. 101 Bowery Street and Nos. 135-137 Centre Street in Frostburg and feel that the following is the fair market value:

No. 101 Bowery Street - Five room frame house with tar paper roof, in poor condition on the outside and in generally good condition, inspite of age, on the inside, sitting on lot measuring 33 ft. by 150 ft. - \$2500.

Nos. 135-137 Centre Street - Two story frame double dwelling with four rooms on each side, in generally poor condition - \$4000.

As you know, neither of these houses have heat or bath which detracts considerably from their market value. Our appraisal is based on the age and the condition of the houses and on recent sales in the area in which they are located.

Should you decide to sell these houses, we would be most happy to list them for you.

With kind regards, we are

Very truly yours,

BEALL INSURANCE & REALTY COMPANY

By *William Beall*

"INSURANCE DISPELS FEAR"

LIBER 129 PAGE 334

EMMA J. CUDDY, widow, et al, : No. 27432 EQUITY.
vs. : IN THE CIRCUIT COURT FOR
EX PARTE : ALLEGANY COUNTY, MARYLAND.
----- *Filed July 28, 1965*

The proceedings are based upon a Bill of Complaint filed September 22, 1964, wherein this Court is asked to assume jurisdiction of a trust created under the Last Will and Testament of Mary E. Hanna, deceased, and authorize the sale of real estate mentioned in said Bill, being property of which the said Mary E. Hanna died seised and possessed; assumption of jurisdiction by this Court, followed by a Decree dated September 23, 1964, authorizing Margaret H. Walsh, Trustee, to make sale of the properties belonging to the trust estate.

The Trustee has filed two Reports of Sale, showing that both of the properties in the trust estate were sold at private sale for a total sale price of \$8,400.00, plus the sum of \$20.61 for tax adjustments, making a total of \$8,420.61 being received from the sale of the two properties. Disbursements, including Court costs, Trustee's Commissions, Attorney's Fee, Auditor's Fee, etc., total \$1,203.90, leaving a balance of \$7,216.71. This amount of \$7,216.71 is distributed to Margaret H. Walsh, Trustee, IN TRUST, for the purposes set forth in the Last Will and Testament of Mary Elizabeth Hanna, deceased.

Pursuant to Rule 595 (g) (2) of the Maryland Rules of Procedure, your Auditor hereby certifies that upon the same day on which this Report was filed, notice was given by postal card to every party in the proceedings that the Report was filed on such date, and that exceptions must be filed within fifteen (15) days of said date, and that if no exceptions are filed within such fifteen-day period, the Report may thereupon be ratified.

Respectfully submitted,

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

July *28*, 1965.

EMMA J. CUDDY, widow, et al : No. 27432 EQUITY.
 vs. : IN THE CIRCUIT COURT FOR
 EX PARTE : ALLEGANY COUNTY, MARYLAND.

 IN THE MATTER OF THE SALE OF Real Estate in Allegany County, Maryland, of which Mary Elizabeth Hanna died seised and possessed, assumption of jurisdiction by this Court of the trust created under the Last Will and Testament of Mary Elizabeth Hanna, and the authorization of the Trustee under said Last Will and Testament to make sale of the properties belonging to said trust estate in accordance with a Decree passed on September 23, 1964.

 Margaret H. Walsh, Trustee under the Last Will and Testament of Mary Elizabeth Hanna, deceased, in account with the devisees of the said Mary Elizabeth Hanna under said Last Will and Testament, relative to and concerning funds realized from the sale of certain properties mentioned in the above cause, and disbursements and expenses therein made, and distribution of the balance pursuant to the Last Will and Testament of the said Mary Elizabeth Hanna, deceased.

PROCEEDS OF SALE:

Sale of Bowers Street Property, \$	4,200.00,	
per Report of Sale		
Tax Adjustments	20.61	
Sale of Centre Street Property,		
per Report of Sale	<u>4,200.00</u>	
GROSS PROCEEDS OF SALE - - - - -		\$ 8,420.61

DISBURSEMENTS:

Joseph E. Boden, Clerk. Court Costs	\$ 48.20	
Albert A. Doub, Appearance Fee	10.00	
Register of Wills, Copy of Will	4.00	
J. Glenn Beall, Jr., Appraiser	20.00	
Albert A. Doub, Attorney's Fee per Orders of Court	600.00	
Margaret H. Walsh, Trustee's Commissions per Order of Court	<u>420.00</u>	
- - - CARRIED FORWARD - - - - -	\$1,102.20	\$ 8,420.61

----- BROUGHT FORWARD ----- -\$ 1,102.20 \$ 8,420.61

DISBURSEMENTS CONTINUED:

Mayor and City Council of Frostburg, Water Rent Adjustment	4.80	
Times and Alleganian Company- Publication of two (2) Orders Nisi	30.00	
Federal Documentary Stamps on Deeds	9.90	
M. D. Reinhart Agency- Bond Premium	30.00	
Matthew J. Mullaney, Auditor. Fee	<u>27.00</u>	
TOTAL DISBURSEMENTS - - - - -	\$ 1,203.90	\$ 1,203.90
BALANCE FOR DISTRIBUTION: - - - - -		-\$ 7,216.71

DISTRIBUTION:

To: Margaret H. Walsh, Trustee under the Last Will and Testament of Mary Elizabeth Hanna, deceased, and as recorded in Wills Liber U, folio 497 in the Office of the Register of Wills for Allegany County, Maryland.
 Cash \$ 7,216.71 \$ 7,216.71

Matthew J. Mullaney
 Matthew J. Mullaney-Auditor.
 7th Feb May 14, 1971

State of Maryland, Allegany County, to-wit:

I Herby Certify, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to *May 14* 1971, and that the costs have been paid.

Paul C. Halburlein Clerk.

Ordered this *14* day of *May*, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the *Trustee* are hereby directed to pay out the funds accordingly.

Paul C. Halburlein

HARRY I. STEGMAIER, ASSIGNEE * NO. 30054 EQUITY
 OF MORTGAGE FOR THE PURPOSE
 OF FORECLOSURE IN THE CIRCUIT COURT FOR
 VS. *

WILLIAM M. DOVE, SR., AND ALLEGANY COUNTY, MARYLAND.
 DELORES J. DOVE, HIS WIFE. FILED: May 24, 1971

*** ***** ***

MR. PAUL HABERLEIN, CLERK:

Please docket suit in the above entitled case, file the within mortgage from William M. Dove, Sr., and Delores J. Dove, his wife, to The First Federal Savings and Loan Association of Cumberland, dated December 18, 1970, and recorded in Liber 465, Folio 300, one of the Mortgage Records of Allegany County, Maryland.

Harry I. Stegmaier
 Assignee of Mortgage for the Purpose
 of Foreclosure

HARRY I. STEGMAIER, ASSIGNEE * NO. 30054 EQUITY
 OF MORTGAGE FOR THE PURPOSE
 OF FORECLOSURE IN THE CIRCUIT COURT FOR
 VS. *

WILLIAM M. DOVE, SR., AND ALLEGANY COUNTY, MARYLAND.
 DELORES J. DOVE, HIS WIFE. FILED: May 24, 1971

*** ***** ***

Statement of account due under mortgage from William M. Dove, Sr., and Delores J. Dove, his wife, to The First Federal Savings and Loan Association of Cumberland, dated December 18, 1970, and recorded in Liber 465, Folio 300, one of the Mortgage Records of Allegany County, Maryland.

Amount due on principal of mortgage	\$ 21,127.78
Interest due from 1/19/71 to 6/17/71	467.69
Total	\$ 21,595.47

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 21st day of May, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure and made oath in due form of law that the above statement of mortgage account is true and correct, according to the best of his knowledge, information and belief.

WITNESS, my hand and Notarial Seal the day and year last above written.

My Commission Expires: July 1, 1974.

Carolyn A. Martin
 Notary Public

LIBER 129 PAGE 333

HARRY I. STEGMAIER, ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE

* NO. 3054 EQUITY

* IN THE CIRCUIT COURT FOR

VS.

* ALLEGANY COUNTY, MARYLAND.

WILLIAM M. DOVE, SR., AND
DELORES J. DOVE, HIS WIFE.

* FILED: June 3, 1971

AFFIDAVIT

STATE OF MARYLAND
ALLEGANY COUNTY, TO WIT:

THIS IS TO CERTIFY, That on this 3rd day of June, 1971,
before me, the subscriber, a Notary Public for the State of
Maryland, in and for the County aforesaid, personally appeared
HARRY I. STEGMAIER, Assignee of Mortgage for the Purpose of
Foreclosure, and he made oath in due form of law that Rule W74a2,
paragraph Subsection 2 (b) as amended to take effect November 1,
1969, as to notice to the mortgagees by Registered Mail has been
complied with.

WITNESS, my hand and Notarial Seal the day and year first
above written.

My Commission Expires: July 1, 1974.

Charles A. Martin
Notary Public

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

PURCHASE MONEY (Filed & Recorded December 24, 1970 @ 11:00 A.M.)

LIBER 129 PAGE 330

This Mortgage

Made this 18 day of December in the equity
year Nineteen Hundred and Seventy by and between no. 3054
WILLIAM M. DOVE, SR., AND DELORES J. DOVE, HIS WIFE, FILED

of Allegany County, in the State of Maryland, parties of the first part herein-
after called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

LIBER 129 PAGE 340

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
--Twenty-One Thousand One Hundred Fifty and 00/100-- (\$21,150.00)
Dollars
which said sum the mortgagors agree to repay in installments with interest thereon from the date
hereof, at the rate of 8 per cent, per annum, in the manner following:

By the payment of --One Hundred Sixty-three and 22/100-- (\$163.22) Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum, the due execution of this mortgage having been a condition precedent to the
granting of said advance.

Not Therefore in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said mortgagors do give, grant, bargain and sell, con-
vey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the fol-
lowing described property, to-wit:

ALL that lot, piece or parcel of ground lying and being on the
easterly side of Walker Road in Vocke Addition, LaVale, Allegany
County, Maryland, a plat of which said property is recorded in Liber
387, Folio 572, among the Land Records of Allegany County, Maryland,
which said lot is more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing on the said
easterly side of said Walker Road at the end of the first line of that
lot or parcel of ground conveyed by Mary H. Vocke, et al, to Roger W.
Lynch, et ux, by deed dated March 18, 1955, and recorded in Liber 277,
Folio 273, of the Land Records of Allegany County, Maryland, and running
thence with said Walker Road, North 3 degrees 30 minutes East 100 feet
to an iron pipe standing at the end of a reference line drawn North 42
degrees 45 minutes West 55.41 feet from the northwest corner of the
Lawson dwelling, thence North 89 degrees 28 minutes East 138.87 feet to
an iron pin, thence South 3 degrees 24 minutes West 110 feet to an iron
pipe, and thence North 86 degrees 25 minutes West 138.75 feet to the
BEGINNING.

BEING the same property which was conveyed unto the parties of
the first part by deed of America T. Valdes and Joan M. Valdes, his wife,
of even date, which is intended to be recorded among the Land Records of
Allegany County, Maryland, simultaneously with the recording of these

presents.

LIBER 480 PAGE 341

LIBER 129 PAGE 341

in
AND the Mortgagors/order more fully to protect the security of this mortgage, covenant and agree that together with and in addition to the monthly payments of principal and interest payable under the terms of the said mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum equal to one twelfth of the annual premiums that will next become due and payable on policies of fire and other hazard insurance plus annual taxes and assessments and mortgage insurance premiums next due on an annual basis on the mortgaged property (all as estimated by the mortgagee).

The Mortgagors by execution of this instrument certify that prior to such execution they have received both a fully executed agreement as to the contractual rate of interest and a loan disclosure statement in connection with this loan as required by Article 49 of the Annotated Code of Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$1500.00 nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance to be used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Art. 66, Sec. 2 of the Annotated Code of Maryland, (1957) or any amendments thereto.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or within the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together, with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining

To have and to hold the above described land and premises unto the said mortgagee, its successors or assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

LIBER 129 PAGE 342

LIBER 480 PAGE 342

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or H. I. Stegmaier its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction, for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And further the said mortgagors do hereby declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage and sale to take place after the default has occurred in any of the conditions of this mortgage as herein provided. And it is agreed that upon any sale of said property under this mortgage under the above assent to a decree the proceeds of sale shall be applied in the same manner as under the power of sale set forth in this mortgage.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least the mortgage indebtedness and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors

Attest:

Betty D. Rice

Betty D. Rice

William M. Dove, Sr. [SEAL]
WILLIAM M. DOVE, SR.

Delores J. Dove [SEAL]
DELORES J. DOVE

[SEAL]

[SEAL]

LIBER 129 PAGE 343

State of Maryland,
Allegany County, to-wit:

LIBER 465 PAGE 303

I hereby certify, That on this 18 day of December

in the year nineteen hundred and Seventy, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William M. Dove, Sr., and Delores J. Dove, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Robt. Allen agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bonafide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission expires: July 1, 1974.

William H. Hanna
Notary Public.

LIBER 129 PAGE 344

LIBER-13 PAGE-546

No. 30054 equity

KNOW ALL MEN BY THESE PRESENTS, That we, Harry I. Stegmaier of Cumberland, Maryland, and The Royal Indemnity Company, a corporation authorized to do a bonding business in the State of Maryland, are held and firmly bound to the State of Maryland, in the full and just sum of Twenty-Two Thousand Dollars, (\$22,000.00), current money, to be paid to the State or its certain attorney, to which payment to be well and truly made and done, we bind ourselves and each of us, our and each of our heirs, personal representatives and successors, jointly and severally, firmly by these presents, sealed with our seals this 21st day of May, 1971.

WHEREAS, by mortgage dated the 18th day of December, 1970, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber 465, Folio 300, William M. Dove, Sr., and Delores J. Dove, his wife, conveyed all the property therein mentioned and described to The First Federal Savings and Loan Association of Cumberland, a corporation and

WHEREAS, by assignment dated the 20th day of May, 1971, the said First Federal Savings and Loan Association of Cumberland, a corporation, assigned the aforesaid mortgage to Harry I. Stegmaier, for the purpose of foreclosure which said assignment was duly recorded in said Liber and Folio of said mortgage; and

WHEREAS, default has occurred in the payment of the principal debt of the said mortgage and in the terms and conditions of said mortgage above referred to, and Harry I. Stegmaier, Assignee, has advertised said property for sale under the said mortgage,

NOW, THEREFORE, if the said Harry I. Stegmaier, Assignee, shall well and truly account for and pay over the proceeds of the sale of said mortgaged property and shall obey any order or decree passed by any court having jurisdiction in the premises, then the

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

FILED AND APPROVED

May 26 1971
Paul C. Hester
CLERK

LIBER 129 PAGE 345

Liber 13 Page 547

above obligation to be void; otherwise to be and remain in full force and virtue in law.


Harry I. Stegmaier (SEAL)
Harry I. Stegmaier, Assignee

THE ROYAL INDEMNITY COMPANY

By Edgar A. Koudall
Attorney-in-Fact

WITNESS:

Carolyn A. Martin

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

LIBER 129 PAGE 346

HARRY I. STEGMAIER, ASSIGNEE * NO. 30054 EQUITY
OF MORTGAGE FOR THE PURPOSE * IN THE CIRCUIT COURT FOR
OF FORECLOSURE * ALLEGANY COUNTY, MARYLAND.

VS.

WILLIAM M. DOVE, SR., AND
DELORES J. DOVE, HIS WIFE.

* FILED: June 21, 1971

**

**

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, filed in the above entitled case, said Assignee after having given bond with security for the faithful discharge and exercise of said power of sale, which bond was duly approved and after having been given notice of the time, place and manner and terms of said sale by advertisement inserted in "The Cumberland Times", a newspaper published in the City of Cumberland, Allegany County, Maryland, for twenty (20) days preceding the day of sale, a copy of which said advertisement is hereto annexed, your Assignee pursuant to said notice and under and by virtue of the aforesaid power of sale did attend in front of The Allegany County Court House, Washington Street, Cumberland, Allegany County, Maryland, on Thursday, June 17, 1971, at 10:00 o'clock A.M., and then and there offered for sale the property mentioned in the aforesaid advertisement hereto annexed. Said sale was called by Glenn Isner, an experienced auctioneer, for about half an hour, and your Assignee aforesaid sold said property as follows, to wit:

ALL that lot, piece or parcel of ground lying and being on the easterly side of Walker Road in Vocke Addition, LaVale, Allegany County, Maryland, a plat of which said property is recorded in Liber 337, Folio 572, among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing on the easterly side of said Walker Road at the end of the first line of that lot or parcel of ground conveyed by Mary H. Vocke, et al, to

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

Roger W. Lynch, et ux, by deed dated March 18, 1955, and recorded in Liber 277, Folio 273, of the Land Records of Allegany County, Maryland, and running thence with said Walker Road, North 3 degrees 30 minutes East 100 feet to an iron pipe standing at the end of a reference line drawn North 42 degrees 45 minutes West 55.41 feet from the northwest corner of the Lawson dwelling, thence North 89 degrees 28 minutes East 138.87 feet to an iron pin, thence South 3 degrees 24 minutes West 110 feet to an iron pipe, and thence North 86 degrees 25 minutes West 138.75 feet to the BEGINNING.

BEING the same property which was conveyed unto William M. Dove Sr., and Delores J. Dove, his wife, by deed of America T. Valdes and Joan M. Valdes, his wife, by deed dated December 24, 1970, which is recorded in Liber 442, Folio 804, one of the Land Records of Allegany County, Maryland.

Your Assignee sold said property for the sum of Seventeen Thousand (\$17,000.00) Dollars, unto The First Federal Savings and Loan Association of Cumberland, Maryland, it being then and there the highest bidder for said property, and the said First Federal Savings and Loan Association of Cumberland, Maryland, has made satisfactory arrangements with your Assignee for the payment of the purchase price upon the ratification of the sale. All of which is respectfully submitted.

Harry I. Stegmaier
 Harry I. Stegmaier, Assignee of
 Mortgage for the Purpose of
 Foreclosure

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HERESY CERTIFY, That on this 21st day of June, 1971, before me, the subscriber, a Notary Public of and for the State of Maryland, in and for the County aforesaid, personally appeared Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, and made oath in due form of law that the matters and

HARRY I. STEGMAIER
 ATTORNEY AT LAW
 CUMBERLAND, MARYLAND

facts stated in the aforesaid Report of Sale are true and correct and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires: July 1, 1974.

Carolyn A. Martin
 Notary Public

HARRY I. STEGMAIER
 ATTORNEY AT LAW
 CUMBERLAND, MARYLAND

ASSIGNEE'S SALE OF VALUABLE DWELLING LOCATED AT NO. 6 WALKER ROAD, LAYALE, ALLEGANY COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a certain mortgage dated December 18, 1970, and recorded in Liber 661, Folio 206, one of the Mortgage Records of Allegany County, Maryland, which mortgage is now in default in the covenants and conditions thereof, the undersigned Assignee of said mortgage for the purpose of foreclosure, will sell at public auction in front of the Court House, Washington Street, Cumberland, Allegany County, Maryland, on Thursday, June 17, 1971, at 10:00 o'clock A.M., the following described property, to wit:

ALL that lot, piece or parcel of ground lying and being on the westerly side of Walker Road in Vocke Addition, Layale, Allegany County, Maryland, a part of which said property is recorded in Liber 387, Folio 372, among the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing on the easterly side of said Walker Road at the end of the first line of that lot or parcel of ground conveyed by Mary H. Vocke, et al, to Roger W. Lynch, et al, by deed dated March 18, 1965, and recorded in Liber 277, Folio 271, Maryland, and running thence with said Walker Road, North 3 degrees 20 minutes East 100 feet to an iron pin standing at the end of a reference line drawn North 48 degrees 45 minutes West 25.87 feet from the northwest corner of the Lot, thence South 88 degrees 28 minutes East 132.87 feet to an iron pin, thence South 3 degrees 21 minutes West 118 feet to an iron pin, and thence North 88 degrees 20 minutes West 128.75 feet to the BEGINNING.

BEING the same property which was conveyed unto William M. Dove, Sr., & Delores J. Dove, his wife, by deed of Arthur J. Vaden and Jack M. Vaden, et al, his wife, by deed dated December 26, 1970, which is recorded in Liber 661, Folio 206, one of the Land Records of Allegany County, Maryland.

This property is improved by a one-story frame dwelling containing seven rooms with bath, gas furnace heat, water and electricity, composition roof and full basement containing one recreation room and one bedroom with bath, all in an excellent state of repair.

TERMS OF SALE: One-third cash on day of sale and balance on delivery. If good and sufficient deed to the purchaser desired.

All Maps and Covenants will be deposited in the date of sale.

HARRY I. STEGMAIER, Assignee of Mortgage for the Purpose of Foreclosure

Adv. 1 May 25 - June 18-15

Gen. 117 1M 12-69

Cumberland, Md. June 16, 1971

This is to Certify, That the annexed Assignee's Sale of Dwelling, "Wm. M. & Delores J. Dove, 6 Walker Road, Layale, Md." was published in The Cumberland TIMES, a newspaper printed in the City of Cumberland, on the following dates: LIBER 129 PAGE 349 May 25-June 1-8-15 1971.

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

Filed: June 21, 1971

LIBER 129 PAGE 350

HARRY I. STEGMAIER, ASSIGNEE * NO. 30054 EQUITY
OF MORTGAGE FOR THE PURPOSE *
OF FORECLOSURE *
VS. *
WILLIAM M. DOVE, SR, AND *
DELORES J. DOVE, HIS WIFE. *
**** * ***** *

ORDER NISI

Ordered this 21st day of June, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported in the above entitled cause by Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 22nd day of July, 1971, provided a copy of this Order be published in some newspaper in Allegany County, Maryland, once a week for three successive weeks before the 15th day of July, 1971.

Paul C. Haberlein
Clerk of Circuit Court

Filed July 30, 1971

FINAL ORDER

Ordered this 30th day of July, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale made and reported as above, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given by the preceding Order, a certificate of the publication of which is herewith filed.

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

Harold E. Naughton

No Exceptions filed up to
No Cause Shown July 30, 1971
Test: *Paul C. Haberlein*
Clerk

LIBER 129 PAGE 351

HARRY I. STEGMAIER, ASSIGNEE * NO. 30054 EQUITY
OF MORTGAGE FOR THE PURPOSE *
OF FORECLOSURE * IN THE CIRCUIT COURT FOR
VS. *
WILLIAM M. DOVE, SR., AND * ALLEGANY COUNTY, MARYLAND.
DELORES J. DOVE, HIS WIFE. *Filed June 23, 1971*
**** ***** ****

AFFIDAVIT OF PURCHASER

This is to certify that pursuant to Rule BR 63 of the Maryland Rules of Procedure (1961 ed.) on this the 21st day of June, 1971, before me, in the State of Maryland, the subscriber, personally appeared Lynn C. Lashley, President of The First Federal Savings and Loan Association of Cumberland, satisfactorily proven and identified and being first duly sworn did make oath that the matters and facts herein concerning the purchase by The First Federal Savings and Loan Association of Cumberland of certain property located at No. 6 Walker Road, LaVale, Allegany County, Maryland, which said sale was reported to this Court by Harry I. Stegmaier, Assignee of Mortgage for the Purpose of Foreclosure on the 21st day of June, 1971, and are true and correct to the best of his knowledge, information and belief.

- (1) That said purchaser was not acting as agent for anyone.
- (2) That there are no others interested as principals.
- (3) That said purchaser has not directly or indirectly discouraged anyone from bidding for the said property.

Lynn C. Lashley
Lynn C. Lashley, President of The
First Federal Savings and Loan
Association of Cumberland, Maryland.

WITNESS my hand and Notarial Seal on the date above

HARRY I. STEGMAIER
ATTORNEY AT LAW
CUMBERLAND, MARYLAND

written.

Carolyn A. Martin
Notary Public

My Commission Expires: July 1, 1974.

HARRY I. STEGMAIER, Assignee
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE
vs.
WILLIAM M. DOVE, SR. AND
DELORES J. DOVE, HIS WIFE.
NO. 30054 EQUITY
IN THE CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND.
- Filed June 21, 1971 -
O R D E R
Ordered this 21st day of June, 1971,
by the Circuit Court for Allegany County,
Maryland, sitting in Equity, that the
sale made and reported in the above
captioned case by Harry I. Stegmaier,
Assignee of Mortgage for the Purpose
of Foreclosure, be ratified and con-
firmed unless cause to the contrary
thereof be shown on or before the 22nd
day of July, 1971, provided a copy of
this Order be published in some news-
paper in Allegany County, Maryland,
once a week for three successive weeks
before the 15th day of July, 1971.
PAUL C. HABERLEIN
Clerk of Circuit Court
TRUE COPY: TEST:
Paul C. Haberlein, Clerk
Adv. T - June 23 - 29 - July 7

Filed July 30, 1971 Cumberland, Md. July 29, 1971

This is to Certify, That the annexed Order Nisi #30054 Equity

"Harry I. Stegmaier vs. William M., Sr. & Delores J. Dove"...

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

June 23-30-July 7, 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Harbinger*

LIBER 129 PAGE 352

HARRY I. STEGMAIER, ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

: NO. 30054 EQUITY

VS.

: IN THE CIRCUIT COURT FOR

WILLIAM M. DOVE, SR. and
DELORES J. DOVE, his wife

: ALLEGANY COUNTY, MARYLAND.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed: August 9th 1977

Your Auditor respectfully submits herewith his Report
in the above entitled cause.

The proceedings constitute the foreclosure of a
Mortgage by the Assignee for that purpose.

The Mortgage Indebtedness as shown by the Statement of
Claim filed in the proceedings is \$21,585.47. To this your Auditor has
allowed additional interest in the sum of \$261.70, making a total Mortgage
Debt of \$21,877.17.

Proceeds of Sale per the Report of Sale filed in the
proceedings is \$17,000.00. Adjustment of taxes prepaid to June 30, 1971,
amounts to \$14.63, making a gross proceeds of sale of \$17,014.63.

Disbursements, including Court costs, Assignee's
Commissions, advertising, Auditor, etc., aggregate \$1,680.83, and which said
amount deducted from the gross proceeds of sale leaves a balance of
\$15,333.80 available for distribution.

The full amount of \$15,333.80 is distributed to The
First Federal Savings and Loan Association of Cumberland, as First Mortgagee,
on account of its Mortgage Indebtedness, leaving a balance of \$6,543.37 due
and owing by the Mortgagors to the said First Federal Savings and Loan
Association of Cumberland on account of the said Mortgage Debt.

Your Auditor hereby certifies that he has complied with
Rule 595 (2) of The Maryland Rules of Procedure relative to giving notice by
mail to all persons interested in or who have filed claim in these proceedings.

Respectfully submitted,

Matthew J. Mullancy
Matthew J. Mullancy-Auditor

HARRY I. STEGMAIER, ASSIGNEE
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

: NO. 30054 EQUITY

VS.

: IN THE CIRCUIT COURT FOR ALLEGANY

WILLIAM M. DOVE, SR. and
DELORES J. DOVE, his wife

: COUNTY, STATE OF MARYLAND.

IN THE MATTER OF the foreclosure of a Mortgage from
William M. Dove, Sr. and Delores J. Dove, his wife, to First Federal
Savings and Loan Association of Cumberland, dated December 18, 1970, and
recorded in Mortgage Records of Allegany County, Maryland, in Mortgage
Liber No. 465, folio 300, and duly assigned to Harry I. Stegmaier, Esquire,
for purpose of foreclosure.

HARRY I. STEGMAIER, ESQUIRE, ASSIGNEE, in account with
William M. Dove, Sr. and Delores J. Dove, his wife, relative to and
concerning funds realized from the sale of property described in the above
mortgage and the disbursements and expenditures therein made.

MORTGAGE INDEBTEDNESS:

Balance due on Mortgage, including interest to June 17, 1971, per Statement of Mortgage Debt filed in these proceedings	\$ 21,585.47
Additional interest allowed by Auditor from 6/17/1971 to 8/17/1971	261.70
TOTAL MORTGAGE DEBT	\$ 21,877.17

PROCEEDS OF SALE:

As reported in Report of Sale filed in these proceedings	\$ 17,000.00
Pro-rated State and County Real Estate Taxes as of 6/17/1971, prepaid to June 30, 1971	11.97
Pro-rated LaVale Sanitary Commission Front Foot Benefit charge as of 6/17/1971, prepaid to June 30, 1971	2.66

TOTAL PROCEEDS OF SALE, INCLUDING TAX ADJUSTMENTS:	\$ 17,014.63
---	---------------------

CARRIED FORWARD:

\$ 17,014.63	\$ 21,877.17
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BROUGHT FORWARD: ----- \$ 17,014.63 \$ 21,877.17

DISBURSEMENTS:

First Federal Savings and Loan Association of Cumberland, Maryland	Reimbursement for Court costs advanced	\$ 15.00
Paul Haberlein, Clerk of Court	Additional Court Costs	22.00
Harry I. Stegmaler, Solicitor	Appearance Fee	10.00
Harry I. Stegmaler, Assignee	Commissions of 3% of \$17,000.00	1360.00
Kendall Agency	Bond Premium	110.00
Times and Alleganian Company		
Adv. of Sale	\$ 40.63	
Order Nisi	15.00	55.63
Glen Isner,	Auctioneer	20.00
Matthew J. Mullaney	Auditor	27.00
1/2 Maryland Documentary Stamps		18.70
1/2 Maryland Transfer Tax		42.50

TOTAL DISBURSEMENTS: \$ 1,690.83

APPLICABLE TO DISTRIBUTION \$ 15,333.80

DISTRIBUTION:

TO: FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CUMBERLAND, MARYLAND, FIRST MORTGAGEE \$ 15,333.80

BALANCE DUE AND OWING TO FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CUMBERLAND, MARYLAND ON ACCOUNT OF MORTGAGE DEBT: \$ 6,543.37

Matthew J. Mullaney
Matthew J. Mullaney Auditor

LIBER 129 PAGE 355

LIBER 129 PAGE 356

State of Maryland, Allegany County, to-wit:

Filed August 25, 1971

I Hereby Certify, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the tiling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof *August 25* 1971, and that the costs have been paid.

Paul C. Haberlein Clerk.

Ordered this *25th* day of *August*, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the *Assignee* *is* hereby directed to pay out the funds accordingly.

Paul C. Haberlein

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

Jack I. Mullen,
Assignee of Mortgage for
Purposes of Foreclosure

Vs.

Eleanor Virginia Coglan,
(unmarried)

NO. 30038 EQUITY

Filed May 6, 1971

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket suit in the above entitled case and file the within mortgage from Eleanor Virginia Coglan, (unmarried), to The First National Bank of Piedmont, West Virginia, which mortgage is dated September 16, 1959, and recorded in Liber 351, Folio 589, one of the Mortgage Records of Allegany County, Maryland.

Jack I. Mullen
Jack I. Mullen, Assignee of Mortgage
for Purposes of Foreclosure

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

Jack I. Mullen,
Assignee of Mortgage for
Purposes of Foreclosure

Vs.

Eleanor Virginia Coglan,
(unmarried)

NO. 30038 EQUITY

Filed May 6, 1971

STATEMENT OF MORTGAGE DEBT

Statement of account due on the mortgage from Eleanor Virginia Coglan, (unmarried), to The First National Bank of Piedmont, West Virginia, which said mortgage is dated September 16, 1959, and recorded in Liber 351, Folio 589, one of the Mortgage Records of Allegany County, Maryland.

Amount due on principal of Mortgage	\$2,111.90
Interest due on said Mortgage to	
May 1, 1971	<u>347.33</u>
Total	\$2,459.23

STATE OF MARYLAND: ALLEGANY COUNTY: TO WIT:

I HEREBY CERTIFY, that on this 6th day of May, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Jack I. Mullen, Assignee of Mortgage for the Purpose of Foreclosure, satisfactorily identified to me, and he made oath in due form of law that the above "Statement of Mortgage Debt" is true and correct to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal on the day last written.

Katherine M. Shew
Notary Public

My Commission Expires:

July 1, 1974

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided that if the Mortgagor does and shall pay to the Mortgagee the aforesaid sum of THREE THOUSAND (\$3000.00) DOLLARS, together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his, hers, their or its part to be performed, then this mortgage shall be void.

And it is Agreed that should the Mortgagor fail or neglect to pay any water rent, taxes, assessments, public and other dues or charges which may be levied or assessed on the property hereby mortgaged or on the mortgage debt and interest, when due, or to keep the premises insured as agreed herein, the Mortgagee may make such payments or insure said premises against such loss in such an amount as may be necessary to secure the mortgage indebtedness, and such sum or sums so paid shall be added to the principal of the mortgage indebtedness, interest to run thereon at the rate of six per centum (6%) per annum from the date of payment, and it is further agreed that should all or any part of the property hereby mortgaged be condemned or taken through eminent domain proceedings, all or such part of any award or proceeds thereof as the Mortgagee in its sole discretion may determine, in writing, shall be paid to the Mortgagee and applied to the payment of the mortgage indebtedness.

And it is further Agreed that until default be made in the premises, the Mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the Mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the Mortgagee or HARRY K. DRANE, its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply to the payment of all expenses incident to such sale including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the Mortgagor and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor.

And the Mortgagor further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to the amount of at least the original principal amount of the indebtedness secured hereby, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the Mortgagee, to the extent of his, hers, their or its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee.

Witness the hand and seal of said Mortgagor.

Witness:

J. B. Determan [SEAL]
Eleanor Virginia Cogan [SEAL]
 _____ [SEAL]
 _____ [SEAL]
 _____ [SEAL]

State of ~~WEST VIRGINIA~~ WEST VIRGINIA, MINERAL COUNTY, TO WIT:

~~Mineral County, West Virginia~~

On this 16th day of September, in the year nineteen hundred and fifty-nine, before me, a Notary Public, the undersigned officer, personally appeared -----
 Eleanor Virginia Cogan, (unmarried), -----

known to me ~~to be the person~~ to be the person(s) whose name(s) ~~is~~ subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained; and at the same time before me also personally appeared J. B. Determan, Cashier of The First National Bank, of Piedmont, West Virginia, the within named Mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bonafide is therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My Commission Expires: February 7th 1964



POWER OF ATTORNEY
(Irrevocable) **129 PAGE 363**
Nº 1439210 R

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.
That the Western Surety Company, a corporation, does hereby make, constitute and appoint
John C. Shaw and Katherine M. Shaw
in the City of Westernport State of Maryland with limited authority, its true and law-
ful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, one of the following bonds:

An ORIGINAL bond required by Statute, Decree of Court or Ordinance for:	MAXIMUM PENALTY
(A) ADMINISTRATOR CONSERVATOR CURATOR EXECUTOR GUARDIAN TRUSTEE SALE OF REAL OR PERSONAL PROPERTY	—Testamentary only —When this company has qualifying bond or when it is a separate bond for accounting of proceeds of sale only \$1,000,000.00
COMMISSIONER TO SELL REAL ESTATE REFEREE IN PARTITION TRUSTEE OR RECEIVER	—In Bankruptcy—Federal Court only
(B) NOTARY PUBLIC PUBLIC OFFICIAL AND DEPUTIES RECEIVER	—State Court \$ 50,000.00
(C) PLAINTIFF'S COURT BOND: FOR CORPORATION FOR ALL OTHERS DEFENDANT'S COURT BOND	—Including Indemnity to Sheriff —Public or Private \$ 10,000.00 \$ 5,000.00 None
(D) COST (Cost on Appeal) REMOVAL OF CAUSE	excluding open penalty, stay, super- sedes or guarantee of a Judgment \$ 500.00
(E) LICENSE PERMIT QUIET TITLE	License and Permit limited to bonds where a county, city, town, village or township is the Obligee \$ 10,000.00
(F) ANY BOND OR INDEMNITY provided there is attached to this Power of Attorney, written authority in the form of an endorsement, letter or telegram, signed by the Chairman of the Board, President, Vice-President, Secretary, Treasurer or Assistant Secretary of the Western Surety Company specifically authorizing its execution.	

The acknowledgment and execution of any such document by the said Attorney-in-Fact, shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.
The WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of the Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings or other obligations of the corporation shall be executed in the corporate name of the Company by the Chairman of the Board, President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The Chairman of the Board, President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings or other obligations of the corporation."
IN WITNESS WHEREOF, the said WESTERN SURETY COMPANY has caused these presents to be executed by its President with its corporate seal affixed this 1st day of April, 1970.

ATTEST
[Signature]
Assistant Secretary
By *[Signature]*
President

STATE OF SOUTH DAKOTA } ss
County of Minnehaha }
On this 1st day of April, 1970, before me, a Notary Public, personally appeared JOE KIRBY, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as President of the said WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

My commission expires
A. JOHNSON, NOTARY PUBLIC, 19____
Notary Public, South Dakota

I, the undersigned officer of the Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney and Certificate of Authority No. 1439210 is in full force and effect and is irrevocable; and furthermore, that Section 7 of the by-laws of the company and the resolution of the Board of Directors as set forth in the Certificate of Authority, are now in force.

In testimony whereof, I have hereunto set my hand and the seal of the Western Surety Company this * 6 day of April, 19 70.

*IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.

99-4-70

Maryland

WESTERN SURETY COMPANY

One of America's Oldest Bonding Companies

CHICAGO • SIOUX FALLS • DALLAS
PALO ALTO • BALA-CYNYD, PA.

129 PAGE 364

Liber-13 PAGE-542

TRUSTEES, MORTGAGEES, ATTORNEYS OR FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

BOND No. 19-TM-1560

That we, Jack I. Mullen, as Principal,
and the WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, as Surety, authorized to do business in the State of Maryland, are held and firmly

bound in the sum of TWO THOUSAND FIVE HUNDRED (\$ 2,500.00) DOLLARS.
(NOT VALID IF FILLED IN FOR MORE THAN \$500,000.00)

to be paid to the said State of Maryland or its certain Attorney, to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, by these presents.

Sealed with our seals and dated this 6th day of May, 19 71.

WHEREAS, the above bounden Jack I. Mullen

by virtue of the power contained in a mortgage from Eleanor Virginia Coglan, unmarried

to The First National Bank of Piedmont, West Virginia

bearing date the 16th day of September, 1959 and recorded among

the mortgage records of Allegany County, Maryland

in Liber 351 No. Folio 589

and Jack I. Mullen

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden

Jack I. Mullen

do and shall well and truly and faithfully perform the trust reposed in him
under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of

As to Principal
[Signature]

[Signature]
Principal

As to Surety
[Signature]

WESTERN SURETY COMPANY
By *[Signature]*
Principal

Countersigned by *[Signature]*

[Signature]
Maryland Resident Agent

1288-4-69

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

Jack I. Mullen, :
Assignee of Mortgage for :
Purposes of Foreclosure :

Vs. :

Eleanor Virginia Coglan, :
(unmarried) :

NO. 30038 EQUITY

Filed June 9, 1971

REPORT OF SALE

The report of Jack I. Mullen, Assignee of Mortgage for the Purposes of Foreclosure, respectfully represents:

That under and by virtue of the power of sale contained in a certain mortgage from Eleanor Virginia Coglan, (unmarried), to The First National Bank of Piedmont, West Virginia, a National Banking Corporation, which mortgage bears date September 16, 1959, and recorded in Liber 351, Folio 589 among the Mortgage Records of Allegany County, Maryland, and duly assigned to the said Jack I. Mullen for the purpose of foreclosure, which said mortgage authorizes and empowers the said Jack I. Mullen, as Assignee for the Purposes of Foreclosure, to make sale of the property mentioned and described therein, in case of default in payment of the mortgage debt or of the interest thereon in whole or in part, or in any of the agreements, covenants or conditions of said mortgage, he, the said Jack I. Mullen, Assignee of Mortgage for the Purposes of Foreclosure, after giving bond for the faithful performance of his trust, and after complying with all the other requirements of the law and of said mortgage, and after giving notice of the time, place, manner and terms of sale, by advertisement inserted in the Cumberland Evening Times, a newspaper published in the City of Cumberland, Allegany County, Maryland, for at least twenty days prior to the date of sale, a copy of which advertisement is hereto attached, did pursuant to said notice, attend alongside 82 Main Street in the City of Westernport, Allegany County, Maryland, on Saturday, June 5, 1971, at 10:30 a.m., and did then and there offer for sale the property described in said mortgage as follows:

FIRST PARCEL: All of that parcel of land located in the Town of Westernport, Allegany County, Maryland, as conveyed unto Catherine Martin

by James Morrison by deed dated May 15, 1888, and recorded among the Land Records of Allegany County, Maryland, in Liber 64, Folio 716, less that portion of said real estate conveyed by Catherine Martin to Luther Wright by deed dated March 5, 1896, and recorded among the Land Records of Allegany County, Maryland, in Liber 78, Folio 535.

SECOND PARCEL: All that parcel of real estate as conveyed unto Catherine Martin by William Bell and wife by deed dated October 15, 1885, and recorded among the Land Records of Allegany County, Maryland, in Liber 62, Folio 392, less that portion thereof conveyed by Catherine Martin to James Martin by deed dated August 26, 1908, and recorded among the Land Records of Allegany County, Maryland, in Liber 103, Folio 409.

Both of the aforesaid parcels of land adjoin and are located on the Northeast side of Cemetery Road in Westernport, Maryland, and were devised unto Maggie Martin by her mother, Catherine Martin which will be of record in the Office of the Register of Wills of Allegany County, Maryland, in Liber "L", Folio 24, and are the same parcels of land which were conveyed unto Eleanor V. Coglan by Maggie Martin by deed dated August 4, 1958, and recorded among the Land Records of Allegany County, Maryland, in Liber 301, Folio 492.

And after the sale of the above described property had been called for a reasonable time, by Stanley Hanna, an experienced and competent auctioneer, he sold the same unto The First National Bank of Piedmont, West Virginia, a National Banking Corporation, for the sum of THREE THOUSAND FIVE HUNDRED AND 00/100 (\$3,500.00) Dollars, it, the said The First National Bank of Piedmont, West Virginia, being then and there the highest bidder therefore and it requests the Court to ratify and confirm this sale.

Jack I. Mullen
Jack I. Mullen, Assignee for
Mortgage for Purposes of Fore-
closure

STATE OF MARYLAND

COUNTY OF ALLEGANY, TO-WIT:

I HEREBY CERTIFY, that on this 8th day of June, 1971,
before me, the subscriber, a Notary Public of the State of Maryland, in

LIBER 129 PAGE 367

and for the County aforesaid, personally appeared Jack I. Mullen, Assignee of Mortgage for the Purposes of Foreclosure satisfactorily identified to me, and he did make oath in due form of law that the matters, facts and things contained in the foregoing Report of Sale are true and correct, and that the sale therein was fairly made.

WITNESS my hand and Notarial Seal the day and year above written.

Ellen C. McLaughlin
Notary Public

My Commission Expires:

July 1, 1974

FORECLOSURE SALE OF VALUABLE IMPROVED REAL ESTATE SITUATED ON PHOENIX AVENUE IN THE TOWN OF WESTERMOUNT ELECTION DISTRICT NO. 1, ALLEGANY COUNTY, MARYLAND Under and by virtue of the power of sale contained in a certain mortgage dated September 18, 1968, and recorded in Liber 101, Page 288, one of the Mortgage Records of Allegany County, Maryland, which mortgage is now in default and the covenants and conditions thereof, the undersigned as Assignee of Mortgage for Purposes of Foreclosure will sell at public auction in front of 82 Main Street, on Saturday, June 1, 1974, at 10:00 a. m., the following described real estate, to-wit:

FIRST PARCEL: All of that parcel of land located in the Town of Westermount, Allegany County, Maryland, as conveyed unto Catherine Martin by James Morrison by deed dated May 18, 1968, and recorded among the Land Records of Allegany County, Maryland, in Liber 64, Page 714, less that portion of said real estate conveyed by Catherine Martin to Luther Wright by deed dated March 5, 1969, and recorded among the Land Records of Allegany County, Maryland, in Liber 78, Page 335.

SECOND PARCEL: All that parcel of real estate as conveyed unto Catherine Martin by William Bell and wife by deed dated October 15, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber 62, Page 288, less that portion thereof conveyed by Catherine Martin to James Martin by deed dated August 26, 1968, and recorded among the Land Records of Allegany County, Maryland, in Liber 102, Page 469.

Both of the aforesaid parcels of land situate and are located on the Northeast side of Cemetery Road in Westermount, Maryland, and were derived from Map No. 1000000000, as shown by the number, Catherine Martin which will be of record in the Office of the Register of Wills of Allegany County, Maryland, in Liber "L", Page 76, and are the same parcels of land which were conveyed unto Elizabeth T. Cudde by Maggie Martin by deed dated August 4, 1968, and recorded among the Land Records of Allegany County, Maryland, in Liber 304, Page 607.

These two parcels of real estate are improved by a double frame house containing 3 rooms and bath on each side and a single dwelling containing 3 rooms and bath, both of said improvements being in fair state of repair.

TERMS OF SALE: One-third cash on day of sale and balance on delivery of deed and without deed to the purchaser thereof.

All State, County and City taxes will be adjusted to the date of sale.

Jack I. Mullen,
Assignee of Mortgage for
Purposes of Foreclosure
On Tuesday 12-18-1973

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AFFIDAVIT OF PURCHASER

THIS IS TO CERTIFY, that pursuant to Rule BR 6 3 of the Maryland Rules of Procedure (1970 ed.), on this 5th day of June, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Lewis E. Biggs, Vice President and Cashier of The First National Bank of Piedmont, West Virginia, satisfactorily identified, and being first duly sworn, did make oath that the matters and facts herein concerning its purchase of certain real estate situated in the Town of Westernport, Allegany County, Maryland, in Election District No. 8 which said sale was reported to this Court by Jack I. Mullen, Assignee of Mortgage for Purposes of Foreclosure on June _____, 1971, are true and correct to the best of his information, knowledge and belief:

1. That the said The First National Bank, Purchaser, was not acting as agent for anyone.
2. That there are no others interested as principals.
3. That the said Purchaser has not directly nor indirectly discouraged anyone from bidding for the said property.
4. That the said affiant is Vice President and Cashier of The First National Bank of Piedmont, West Virginia, and as such is authorized to make this affidavit.

Lewis E. Biggs
Lewis E. Biggs, Vice President and Cashier
of The First National Bank of Piedmont,
West Virginia

WITNESS my hand and Notarial Seal on the day above written.

Ellen M. O'Connell
Notary Public

My Commission Expires:

July 1, 1974

AFFIDAVIT OF ASSIGNEE OF NOTICE

THIS IS TO CERTIFY, that pursuant to Rule W 74 2 subparagraph b on this 8th day of June, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Jack I. Mullen, Assignee, and made oath in due form of law that he notified Horace P. Whitworth, Jr., Executor of the Estate of Eleanor V. Coglean by certified mail, later than 20 days and earlier than 5 days before the day of sale.

Jack I. Mullen
Jack I. Mullen, Assignee

WITNESS my hand and Notarial Seal on the day above written.

Ellen M. O'Connell
Notary Public

My Commission Expires:

July 1, 1974

LIBER 129 PAGE 371

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

Jack I. Mullen,
Assignee of Mortgage for
Purposes of Foreclosure

NO. 30038 EQUITY

LIBER 129 PAGE 371

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

Jack I. Mullen,
Assignee of Mortgage for
Purposes of Foreclosure

Vs.

NO. 30038 EQUITY

Eleanor Virginia Cogan,
(unmarried)

Filed June 9, 1971

ORDER NISI

Ordered this 9th day of June, 1971, in the Circuit Court for Allegany County, Maryland, setting in Equity the sale of property made and reported in the above cause by Jack I. Mullen, Assignee of Mortgage for the Purpose of Foreclosure be ratified and confirmed provided no cause to the contrary thereof be shown on or before the 12th day of July, 1971, provided a copy of this Order be published in some newspaper published in Cumberland, Allegany County, Maryland, once a week for three successive weeks by the 5th day of July, 1971.

The Report of Sale reports the amount to be THREE THOUSAND FIVE HUNDRED AND 00/100 (\$3,500.00) Dollars.

Paul C. Kabelein
CLERK

No Exceptions filed up to
No Cause Shown July 15, 1971
Test: Paul C. Kabelein
Clerk

FORECLOSURE SALE OF VALUABLE
RESIDENTIAL REAL ESTATE
SITUATED ON PHILOR AVENUE
BY THE TOWN OF WESTERPORT
SECTION DISTRICT NO. 4
ALLEGANY COUNTY, MARYLAND
Under and by virtue of the power of
such contained in a certain mortgage
dated September 15, 1966, and recorded
in Liber 251, Page 205, one of the
Mortgage Records of Allegany County,
Maryland, which mortgage is now in the
possession and control of Eleanor V. Cogan,
the undersigned Assignee of Mortgage
for Purposes of Foreclosure
and will at public auction in front of the
Main Street, on Thursday, June 10, 1971,
at 10:30 a.m., the following described
real estate, to-wit:
FIRST PARCEL: All of that parcel of
land located in the Town of Westerpport,
Allegany County, Maryland, as returned
said Eleanor V. Cogan by James M. Har-
rison by deed dated May 11, 1966, and
recorded among the Land Records of
Allegany County, Maryland, in Liber 64,
Page 716, less that portion of said real
estate conveyed by Catherine Martin to
James M. Harrison by deed dated May 11,
1966, and recorded among the Land
Records of Allegany County, Maryland,
in Liber 78, Page 255.
SECOND PARCEL: All that parcel of
real estate situate in the Town of Westerpport,
Allegany County, Maryland, and was by
deed dated October 15, 1966, and re-
corded among the Land Records of
Allegany County, Maryland, in Liber 88,
Page 202, less that portion thereof con-
veyed by Catherine Martin to James
M. Harrison by deed dated August 4, 1966,
and recorded among the Land Records
of Allegany County, Maryland, in Liber
102, Page 89.
Both of the abovesaid parcels of land
situate and are located in the Northwest
side of Cemetery Road in Westerpport,
Maryland, and were devised unto Mar-
gare Martin by her mother, Catherine
Martin which will be of record in the
Office of the Register of Wills of Al-
legany County, Maryland, in Liber "L",
Page 21, and are the same parcels of
land which were conveyed unto Eleanor
V. Cogan by James M. Harrison by deed
dated August 4, 1966, and recorded
among the Land Records of Allegany
County, Maryland, in Liber 88, Page
202.
These two parcels of real estate are
improved by a double frame house con-
taining 8 rooms and bath on each side
and a single dwelling containing 3 rooms
and bath both of said improvements
being in fair state of repair.
TERMS OF SALE: Cashiered cash on
day of sale and balance on delivery of
deed and abstract deed to the pur-
chaser thereon.
All taxes, County and City taxes will
be adjusted to the date of sale.
JACK I. MULLEN,
Assignee of Mortgage for

Filed June 14, 1971 Cumberland, Md. June 10, 1971
This is to Certify, That the annexed Order Nisi, #30038 Equity

was published in The Cumberland TIMES, a newspaper printed
in the City of Cumberland, on the following dates:
May 18-25-June 1, 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By Imogene M. Handinger

LIBER 129 PAGE 372

IN THE CIRCUIT COURT
FOR ALLEGANY COUNTY, MARYLAND
Jack I. Mullen, Assignee of Mortgage
for Purposes of Foreclosure vs. Eleanor
Virginia Cogan, Plaintiff vs. Defendant.
NO. 30038 EQUITY
ORDER
Ordered this 9th day of June, 1971, in
the Circuit Court for Allegany County,
Maryland, setting in Equity the sale of
property made and reported in the above
cause by Jack I. Mullen, Assignee of
Mortgage for the Purpose of Foreclosure
be ratified and confirmed provided no
cause to the contrary thereof be shown
on or before the 12th day of July, 1971,
provided a copy of this Order be pub-
lished in some newspaper published in
Cumberland, Allegany County, Maryland,
once a week for three successive weeks
by the 5th day of July, 1971.
The Report of Sale reports the amount
to be THREE THOUSAND FIVE HUN-
DRED AND 00/100 (\$3,500.00) Dollars.
PAUL C. KABELEIN, Clerk
The Copy, Test:
Paul C. Kabelein, Clerk
Adv. T-June 11-18-71

Filed July 15, 1971 Cumberland, Md. July 15, 1971
This is to Certify, That the annexed Order Nisi, #30038 Equity

was published in The Cumberland TIMES, a newspaper printed
in the City of Cumberland, on the following dates:
June 11-18-25, 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By Imogene M. Handinger

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

Jack I. Mullen, :
Assignee of Mortgage for :
Purposes of Foreclosure :

Vs. :

Eleanor Virginia Coglean, :
(unmarried) :

NO. 30038 EQUITY

Filed July 16, 1971

FINAL ORDER OF RATIFICATION

ORDERED this 16th day of July, 1971, by the Circuit Court for Allegany County, Maryland, sitting in Equity, that the sale of the real estate made and reported in the above cause by Jack I. Mullen, Assignee of Mortgage for the Purposes of Foreclosure be and the same is hereby ratified and confirmed, no cause to the contrary having been shown although due notice appears to have been given by the preceding Order, Certificate of Publication of which is herein filed.

Harold E. Naughton
JUDGE

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

JACK I. MULLEN, ASSIGNEE OF :
MORTGAGE FOR PURPOSES OF :
FORECLOSURE, :

VS. :

ELEANOR VIRGINIA COGLAN, :
(unmarried) :

No. 30038 EQUITY

Filed July 21, 1971

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor respectfully submits herewith his Report in the above entitled cause.

The proceedings constitute the foreclosure of a Mortgage by the Assignee for that purpose.

The Mortgage Indebtedness, as shown by the Statement of Mortgage Debt filed in the proceedings, is \$2,459.23, with interest to May 1, 1971. To this amount your Auditor has allowed additional interest to August 1, 1971 in the amount, making a total Mortgage Debt of \$2,490.91.

Proceeds of Sale, including adjustment for taxes for the current year, amount to \$3,517.65. The sale price as \$3,500.00.

Disbursements, including Court costs, Assignee's commissions, advertising, Auditor, etc., including also arrearages in State, County and Town Real Estate taxes, aggregate \$1,254.75, which deducted from the net proceeds of sale leaves a balance of \$2,262.90 available for distribution.

The full amount of \$2,262.90 is distributed to The First National Bank of Piedmont, West Virginia, leaving a balance due and owing to the said Mortgagee by the said Mortgagor in the amount of \$228.01.

Your Auditor hereby certify that he has complied with Rule 595 (2) of The Maryland Rules of Procedure and has mailed to all parties a notice of the filing of this Audit.

Respectfully submitted,

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

JACK I. MULLEN, ASSIGNEE OF
MORTGAGE FOR PURPOSES OF
FORECLOSURE,
VS.
ELEANOR VIRGINIA COGLAN,
(unmarried)

NO. 50038 EQUITY

IN THE MATTER OF the foreclosure of a Mortgage from
Eleanor Virginia Coglean, unmarried, to The First National Bank of Piedmont,
West Virginia, dated September 16, 1969, and recorded in Liber No. 351, folio
589, one of the Mortgage Records of Allegany County, Maryland, and duly
assigned to Jack I. Mullen, Esquire, for the purposes of foreclosure.

JACK I. MULLEN, ESQUIRE, ASSIGNEE, in account with
Eleanor Virginia Coglean, unmarried, relative to and concerning funds realized
from sale of properties described in the above mortgage and the disbursements
and expenditures therein made.

MORTGAGE INDEBTEDNESS:

Balance due The First National Bank of Piedmont, West Virginia, per Statement of Mortgage Debt filed in the proceedings, with interest to May 1, 1971.	\$ 2,459.23
Additional interest allowed by Auditor from May 1, 1971 to August 1, 1971 @ 6%	31.68
<u>TOTAL MORTGAGE INDEBTEDNESS</u>	<u>\$ 2,490.91</u>

PROCEEDS OF SALE:

As reported in Report of Sale filed in the Proceedings	\$ 3,500.00
Pro-rata share of 1970-71 State and County Taxes prepaid to July 1, 1971	13.38
Pro-rata share of 1970-71 Town of Westernport Taxes, prepaid to July 1, 1971	4.27

<u>TOTAL GROSS PROCEEDS OF SALE, INCLUDING TAX ADJUSTMENT</u>	<u>\$ 3,517.65</u>
---	--------------------

DISBURSEMENTS:

Jack I. Mullen, Assignee	Court costs advanced	\$15.00
<u>CARRIED FORWARD:</u>		<u>\$ 3,517.65</u>
		<u>\$ 2,490.91</u>

BROUGHT FORWARD:

	\$ 15.00	\$ 3,517.65	\$ 2,490.91
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DISBURSEMENTS, continued:

Paul Haberlein, Clerk of Court	Additional Court Costs	20.00
Jack I. Mullen	Appearance Fee	10.00
Jack I. Mullen, Assignee	Commissions of 8% of \$3,500.00	280.00
Jack I. Mullen, Assignee	Reimbursement for recording Assignment of Mortgage	2.00
Shaw-Berry Agency	Bond Premium	10.00
Times and Alleganian Co. Adv. of Sale Order Nisi	\$ 32.50 <u>15.00</u>	47.50
Stanley Hanna	Auctioneer	35.00
Notary Fees	Report, Deed, etc	2.00
Matthew J. Mullaney	Auditor	27.00
1968 State and County Real Estate Taxes	Francis G. Philpot, Tax Collector	156.34
1969 State and County Real Estate Taxes	"	150.04
1970 State and County Real Estate Taxes	"	160.45
Town of Westernport	Water Rent	18.50
Town of Westernport	1966-67 Taxes	71.65
Town of Westernport	1967-68 Taxes	68.33
Town of Westernport	1968-69 Taxes	59.12
Town of Westernport	1969-70 Taxes	56.11
Town of Westernport	1970-71 Taxes	53.11
	1/2 Maryland Documentary Stamps	3.85
	1/2 Maryland Transfer Tax	8.75

<u>TOTAL DISBURSEMENTS</u>	<u>\$ 1,254.75</u>
<u>Balance for Distribution</u>	<u>\$ 2,262.90</u>

DISTRIBUTION

1. TO: The First National Bank of Piedmont, West Virginia	First Mortgagee	<u>\$ 2,262.90</u>
<u>BALANCE DUE AND OWING TO THE FIRST MORTGAGEE ON ACCOUNT OF THE MORTGAGE INDEBTEDNESS:</u>		<u>\$ 228.01</u>

Matthew J. Mullaney
Matthew J. Mullaney, Auditor

LIBER 129 PAGE 377

State of Maryland, Allegany County, to-wit:

Filed August 6, 1971

I Herby Certify, That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to *August 6* 1971 and that the costs have been paid.

Paul C. Haberlein Clerk.

Ordered this *6th* day of *August*, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the *Assignee* are hereby directed to pay out the funds accordingly.

Paul C. Haberlein

LIBER 129 PAGE 378

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE :
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE, :

Plaintiff, :

vs. :

VIRGINIA L. WERTZ and RALPH N.
WERTZ, HER HUSBAND, both
deceased, :

Defendants :

No. *30040* EQUITY

Filed May 7, 1971

ORDER TO DOCKET SUIT

Paul C. Haberlein, Esquire
Clerk of Circuit Court

Mr. Clerk:

Please docket suit in the above-entitled case and file the attached mortgage, now in default, from Virginia L. Wertz and Ralph N. Wertz, her husband, to F. Helene Goodfellow dated February 10, 1956, and recorded on February 14, 1956, in Liber No. 317, folio 560 of the Mortgage Records of Allegany County, Maryland, said mortgage having been assigned to George R. Hughes, Jr., on May 6, 1971, by D. Clifford Goodfellow, Attorney in Fact for F. Helene Goodfellow, for the purpose of foreclosure.

George R. Hughes, Jr.
George R. Hughes, Jr., Assignee of
Mortgage for the purpose of
Foreclosure.

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE :
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE, Plaintiff, :

vs.

No. 30040 EQUITY

VIRGINIA L. WERTZ and RALPH N.
WERTZ, HER HUSBAND, both
deceased, Defendants :

Filed May 7, 1971

STATEMENT OF MORTGAGE
DEBT

Statement of the debt presently due and owing under the Mortgage
from Virginia L. Wertz and Ralph N. Wertz, her husband, dated February 10, 1956,
and recorded on February 14, 1956, in Liber No. 317, folio 560, of the Mortgage
Records of Allegany County, Maryland, is as follows:

Principal indebtedness now due under mortgage	\$ 3729.84
Interest at 6% per annum from November 16, 1970, to June 5, 1971, date of sale:	124.33
Total due under mortgage to date of sale:	\$ 3854.17

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this May 7, 1971, before me,
the subscriber, a Notary Public of the State and County aforesaid, personally
appeared George R. Hughes, Jr., Assignee, satisfactorily identified to me, and
he made oath in due form of law that the above "Statement of Mortgage Debt" is
true and correct to the best of his information, knowledge and belief.

WITNESS my hand and Notarial Seal on the date above written.

Ruth F. Selby
NOTARY PUBLIC

My Commission Expires: July 1, 1974.

ASSIGNEE'S SALE
OF

VALUABLE REAL PROPERTY SITUATED ON THE EAST-
ERLY SIDE OF FOREST AVENUE IN BOWMAN'S
ADDITION, ELECTION DISTRICT NO. 5, ALLEGANY
COUNTY, MARYLAND.

No. 30040 Equity
Filed May 7, 1971

Under and by virtue of the power of sale contained in a certain
mortgage dated February 10, 1956, and recorded on February 14, 1956, in
Liber No. 317, folio 560, of the Mortgage Records of Allegany County,
Maryland, which said mortgage is now in default in the terms, covenants and
conditions thereof, the undersigned, as Assignee of said Mortgage for the
Purpose of Foreclosure, will sell at public auction in front of the Court House
on Washington Street, Cumberland, Allegany County, Maryland, on

SATURDAY, JUNE 5, 1971,
at 11:00 A.M., EASTERN
DAYLIGHT SAVINGS TIME,

all of the following property, to-wit:

All those lots or parcels of ground in Election District No. 5,
Allegany County, Maryland, said lot or lots being known as Lots Nos. 104,
105, 106, and 107, and described as follows:

BEGINNING at a point of intersection of division line of Lots
Nos. 103, and 104 with the East side of Forest Avenue and with Forest Avenue,
South 43 degrees 55 minutes East 376.75 feet to North side of Balch Drive,
then North 19 degrees 30 minutes East 185 feet, North 37 degrees 50 minutes
East 50 feet to Southwest side of Court Drive, then North 43 degrees 55 minutes
West 286.4 feet to division line between Lots 103 and 104, then with division
line, South 46 degrees 05 minutes West 215.2 feet to the beginning, containing
1.7 acres, more or less.

It being the same property which was conveyed to Virginia L.
Wertz and Ralph N. Wertz, her husband, by Clara A. Hughes, et vir., by deed
dated February 9, 1956, and recorded in Liber No. 274, folio 204, of the Land
Records of Allegany County, Maryland.

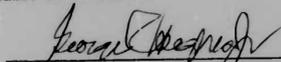
LIBER 129 PAGE 381

This property is improved by a 2½ story stone and frame apartment dwelling, containing in all twelve rooms and three baths, with oil-fired furnace heat, with basement and served by electricity, gas and water supply with septic tank, all of which is situated on a paved street, said improvements now being in a poor state of repair.

All taxes, as well as any water rent, sewage charges and insurance premiums, will be adjusted to the date of sale.

Terms of Sale: One-third down on date of sale, and the balance of said sale price upon final ratification of report of sale.

Said Assignee reserves the right to withdraw said property from said sale in the absence of a reasonable bid therefor.


George R. Hughes, Jr., Assignee of
Mortgage for the Purpose of Foreclosure

LIBER 129 PAGE 382 *Liber-13 PAGE-549*
No. 300's Equity

KNOW ALL MEN BY THESE PRESENTS, That George R. Hughes, Jr., as Principal, and Western Surety Company, as Surety, are held and firmly bound to the State of Maryland in the full sum of Five Thousand Dollars, to be paid to said State, or its certain attorney, to which payment well and truly made and done, we bind ourselves, and each of us, our and each of our heirs, jointly and severally, by these presents.

Sealed with our seals and dated this May 7th, 1971.

WHEREAS, the above-bounden, George R. Hughes, Jr., by virtue of the power of sale contained in a certain mortgage from Virginia L. Wertz and Ralph N. Wertz, her husband, to F. Helene Goodfellow, dated February 10, 1956, and recorded on February 14, 1956, in Liber No. 317, folio 560, of the Mortgage Records of Allegany County, Maryland, which said Mortgage was assigned to George R. Hughes, Jr., for the purpose of foreclosure on May 6, 1971, and he is about to sell the real property described therein, default having occurred in the mortgage debt as specified, and in the covenants and conditions therein contained.

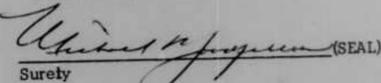
The above obligation is such that, if the above-bounden George R. Hughes, Jr., does and shall, well and truly and faithfully perform any order or decree made by any Court of Equity in relation to said mortgaged property, or the proceeds of the sale thereof, then the above obligation to be void, otherwise to be and remain in effect.

 (SEAL)
Principal

WITNESS:



WESTERN SURETY COMPANY

 (SEAL)
Surety

FILED AND APPROVED
May 4 1971
Paul C. [unclear]

POWER OF ATTORNEY
(Irrevocable) LIBER 129 PAGE 383
Know All Men by These Presents: No 1266551 R

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.
That the Western Surety Company a corporation, does hereby make, constitute and appoint
D. C. Goodfellow or Michael P. Goodfellow or David P. Goodfellow
in the City of Cumberland State of Maryland, with limited authority, its true and lawful Agent and Attorney-in-Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, one of the following bonds:

An ORIGINAL bond required by Statute, Decree of Court or Ordinance for:	MAXIMUM PENALTY	
(A) ADMINISTRATOR CONSERVATOR CURATOR EXECUTOR GUARDIAN TRUSTEE SALE OF REAL OR PERSONAL PROPERTY COMMISSIONER TO SELL REAL ESTATE REFEREE IN PARTITION TRUSTEE OR RECEIVER	—Testamentary only —When this company has qualifying bond or when it is a separate bond for accounting of proceeds of sale only —In Bankruptcy—Federal Court only	\$500,000.00
(B) NOTARY PUBLIC PUBLIC OFFICIAL AND DEPUTIES RECEIVER	—State Court	\$ 50,000.00
(C) PLAINTIFF'S COURT BOND: FOR CORPORATION FOR ALL OTHERS DEFENDANT'S COURT BOND	—Public or Private —Not Authorized	\$ 10,000.00 \$ 5,000.00 None
(D) COST REMOVAL OF CAUSE	excluding open penalty, stay, supersedeas or guarantee of a Judgment	\$ 500.00
(E) LICENSE PERMIT QUIET TITLE	License and Permit limited to bonds where a county, city, town, village or township is the Obligee	\$ 10,000.00

(F) ANY BOND OR INDEMNITY provided there is attached to this Power of Attorney, written authority in the form of an endorsement, letter or telegram, signed by the Chairman of the Board, President, Vice-President, Secretary, Treasurer or Assistant Secretary of the Western Surety Company specifically authorizing its execution.

The acknowledgment and execution of any such document by the said Attorney-in-Fact, shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.
The WESTERN SURETY COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of the Western Surety Company, duly adopted and now in force, to-wit: "Section 7. All bonds, policies, undertakings or other obligations of the corporation shall be executed in the corporate name of the Company by the Chairman of the Board, President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The Chairman of the Board, President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings or other obligations of the corporation."
IN WITNESS WHEREOF, the said WESTERN SURETY COMPANY has caused these presents to be executed by its President with its corporate seal affixed this 1st day of November, 1956.

ATTEST
V. Johnson
Assistant Secretary
By *Joe Kirby*
President
WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA } ss
County of Minnehaha }
On this 1st day of November, 1956, before me, a Notary Public, personally appeared JOE KIRBY, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as President of the said WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

My commission expires _____, 19____
R. Hoffmann
Notary Public, South Dakota

I, the undersigned officer of the Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney and Certificate of Authority No. 1266551 is in full force and effect and is irrevocable; and furthermore, that Section 7 of the by-laws of the company and the resolution of the Board of Directors as set forth in the Certificate of Authority, are now in force.

In testimony whereof, I have hereunto set my hand and the seal of the Western Surety Company this * 7th day of
May, 19 56

WESTERN SURETY COMPANY
By *Joe Kirby*
President

***IMPORTANT: This date must be filled in before it is attached to the bond and it must be the same date as the bond.**

FILED AND RECORDED FEBRUARY 14 1956 9:00 A.M. No. 20046 Grant
This Mortgage, made this 10th day of February, filed May 7, 1957 in the

year Nineteen Hundred and fifty-six, by and between
Virginia L. Wertz and Ralph N. Wertz, her husband, LIBER 129 PAGE 384

----- hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

F. Helene Goodfellow, -----
hereinafter called Mortgagee, which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon at the rate of Six per centum (6%) per annum. The said Mortgagors hereby covenant and agree to make payments of not less than Thirty-Five (\$35.00) Dollars each month on account of the principal and interest as herein provided, the interest to be computed at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those lots or parcels of ground in Election District No. 5, Allegany County, Maryland, said lot or lots being known as Lots Nos. 104, 105, 106, and 107, and described as follows:

BEGINNING at a point of intersection of division line of Lots Nos. 103 and 104 with the East side of Forest Avenue and with Forest Avenue, South 43 degrees 55 minutes East 376.75 feet to North side of Balch Drive, then North 19 degrees 30 minutes East 185 feet, North 37 degrees 50 minutes East 50 feet to Southwest side of Court Drive, then North 43 degrees 55 minutes West 286.4 feet to division line between Lots 103 and 104, then with division line, South 46 degrees 05 minutes West 215.2 feet to the beginning, containing 1.7 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by Clara A. Hughes and husband, by deed dated the day of February, 1956, and to be recorded simultaneously with this Mortgage among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid

Three Thousand (\$3,000.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or

George R. Hughes, her - - - - - duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, - - - - - if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Three Thousand (\$3,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of her - - - - - lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagors

Attest:

David P. Goodfellow
David P. Goodfellow

Virginia L. Wertz (SEAL)
Ralph N. Wertz (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of February, in the year 1956, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Virginia L. Wertz and Ralph N. Wertz,
her husband, - - - - -

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their - - - - - act and deed. And at the same time, before me, also personally appeared F. Helene Goodfellow,

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

My Commission Expires:

May 6, 1957.

Ethelene B. Davis
Notary Public

May 6, 1971

Cumberland, Maryland

FOR VALUE RECEIVED, I hereby assign the within and foregoing mortgage to George R. Hughes, Jr., for the purpose of foreclosure.

WITNESS my hand and seal on the date above written

WITNESS:

Eleanor L. Holcomb

F. Helene Goodfellow (Seal)
F. Helene Goodfellow by D. Clifford Goodfellow, her Attorney in Fact

LIBER 129 PAGE 386

let
Assignment

LIBER 467 PAGE 648

in Fact
OF MORTGAGE FROM F. Helene Goodfellow by D. Clifford Goodfellow, Attorney

TO George R. Hughes, Jr. AS RECORDED IN

LIBER 317 FOLIO 560

MAIL TO Equity Desk

MAY 7 1971

LIBER 129 PAGE 387

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MD.

GEORGE R. HUGHES, JR., ASSIGNEE :
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

VS.

No. 30040 EQUITY

VIRGINIA L. WERTZ AND RALPH N. :
WERTZ, HER HUSBAND, BOTH :
DECEASED. :

Filed June 7, 1971

AFFIDAVIT OF PURCHASER

THIS IS TO CERTIFY, That on June *7th*, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Helen D. Delawder, satisfactorily identified to me, and being first duly sworn, she deposed and said:

FIRST: That she purchased real property and improvements situate on Forest Avenue, Election District No. 5, Allegany County, Maryland, from George R. Hughes, Jr., Assignee of Mortgage for the Purpose of Foreclosure in the above case, at public sale held by him on Saturday, June 5, 1971, at 11:00 A.M., pursuant to authority vested in him in the mortgage filed herein.

SECOND: That, as such purchaser of said property, she was acting as agent for Goodfellow Agency, Inc., and for any other person or persons.

THIRD: That no other persons are interested in said purchase as principals, except Goodfellow Agency, Inc.

FOURTH: That neither she nor anyone known to her has directly or indirectly discouraged anyone from bidding for said property.

Helen D. Delawder
HELEN D. DELAWDER, Agent for Goodfellow
Agency, Inc.

Witness my hand and Notarial Seal on the date written.

Stephen B. Davis
Notary Public

My Commission Expires: July 1, 1974

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE :
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

LIBER 129 PAGE 388

VS.

No. 30040 EQUITY

VIRGINIA L. WERTZ AND RALPH N. :
WERTZ, HER HUSBAND, BOTH :
DECEASED

Filed June 7, 1971

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this May *31st*, 1971, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George R. Hughes, Jr., personally known to me, Assignee of Mortgage for the Purpose of Foreclosure in No. 30040 Equity in the Circuit Court for Allegany County, Maryland, who, being first duly sworn, made oath in due form of law that he sent a written notice by registered mail to Mrs. Patricia E. Wertz, surviving spouse of Ralph N. Wertz, Virginia L. Wertz having predeceased him, and he having thereafter married Patricia E. Wertz, in said above-entitled case, at her last known address, advising her of the time, place and terms of the sale reported by me in said above-entitled case; that said written notice was sent not earlier than twenty days and not later than five days before the date of said sale; that the return receipt for said registered mail is attached hereto; and that the filing of said return receipt and this affidavit in said above-entitled case are made to comply with the requirements of Rule W74, 2(b), of the Maryland Rules of Procedure.

George R. Hughes, Jr.
George R. Hughes, Jr., Assignee
of Mortgage for the Purpose of
Foreclosure

Keith J. Selby
NOTARY PUBLIC

PLEASE FURNISH SERVICES INDICATED BY CHECKED BLOCK(S).	
<input type="checkbox"/> Show to whom, date and address where delivered.	<input checked="" type="checkbox"/> DELIVER ONLY to addressee.
RECEIPT	
Received the enclosed article described below.	
SIGNATURE OR NAME OF ADDRESSEE (Must always be filled in)	
<i>Patricia E. Wertz</i>	
SIGNATURE OF ADDRESSEE'S AGENT, IF ANY	
DATE RECEIVED (only if required)	

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE :
OF MORTGAGE FOR THE PURPOSE
OF FORECLOSURE,

VS.

No. 30040 EQUITY

VIRGINIA L. WERTZ AND RALPH N. :
WERTZ, HER HUSBAND, BOTH :
DECEASED :

Filed June 7, 1971

ASSIGNEE'S REPORT OF
SALE OF REAL PROPERTY

The Report of Sale of George R. Hughes, Jr., Assignee of Mortgage
for the Purpose of Foreclosure, respectfully represents:

FIRST: That this cause was instituted for the sale of certain real
property and improvements thereon, mentioned and described in that certain mort-
gage filed herein and made a part hereof, default having first occurred in the
terms, conditions and covenants of said mortgage.

SECOND: That, after having given bond with security to the State
of Maryland for the faithful performance of his trust, and after having complied
with all of the other pre-requisites as required by law, including giving notice
of the time, place, manner and terms of sale by advertisements inserted in the
Cumberland Evening Times, a daily newspaper published in the city of
Cumberland, Allegany County, Maryland, for the period required by law, your
Assignee, pursuant to said Notice, attended, at the time and place of sale stated
therein, and there proceeded to sell the property described in said mortgage as
follows:

All those lots or parcels of ground in Election District No. 5,
Allegany County, Maryland, said lot or lots being known as Lots Nos. 104,
105, 106, and 107, and described as follows:

BEGINNING at a point of intersection of division line of Lots
Nos. 103 and 104 with the East side of Forest Avenue and with Forest Avenue,
South 43 degrees 55 minutes East 376.75 feet to North side of Balch Drive,

then North 19 degrees 30 minutes East 185 feet, North 37 degrees 50 minutes
East 50 feet to Southwest side of Court Drive, then North 43 degrees 55 minutes
West 286.4 feet to division line between Lots 103 and 104, then with division
line, South 46 degrees 05 minutes West 215.2 feet to the beginning, containing
1.7 acres, more or less.

It being the same property which was conveyed to Virginia L.
Wertz and Ralph N. Wertz, her husband, by Clara A. Hughes, et vir., by deed
dated February 9, 1956, and recorded in Liber No. 274, folio 204, of the Land
Records of Allegany County, Maryland.

And after the sale of said above-described real property had been
called for a reasonable time by an experienced auctioneer, he sold the same to
Helen D. Delawder, agent for Goodfellow Agency, Inc. at and for the sum of
Three Thousand (\$3,000.00) Dollars, she being then and there the highest
bidder therefor, and she now requests that this Circuit Court ratify and confirm
said sale.

George R. Hughes, Jr.
George R. Hughes, Jr., Assignee of
Mortgage for the Purpose of Foreclosure

STATE OF MARYLAND: ALLEGANY COUNTY: TO-WIT:

I HEREBY CERTIFY, That on this June 7th, 1971, before me, the
subscriber, a Notary Public of the State of Maryland, in and for Allegany County
aforesaid, personally appeared George R. Hughes, Jr., Assignee of Mortgage
for the Purpose of Foreclosure, satisfactorily identified to me, and he made oath in
due form of law that the matters and facts contained in the foregoing Report of
Sale are true and correct to the best of his information, knowledge and belief,
and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal on the date written.

Ruth G. Selby
NOTARY PUBLIC

My Commission expires: July 1, 1974

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE,

VS.

No. 30040 EQUITY

VIRGINIA L. WERTZ AND RALPH N.
WERTZ, HER HUSBAND, BOTH
DECEASED*Filed June 7 1971*

ORDER NISI

ORDERED, this June 7th, 1971, by the Circuit Court for Allegany County, Maryland, in Equity, that the sale of real property made and reported in the above cause by George R. Hughes, Jr., Assignee, as aforesaid, be ratified and confirmed, provided no cause to the contrary be shown on or before the 8th day of July, 1971, provided a copy of this Order be published in a newspaper published in Cumberland, Allegany County, Maryland, once each week for three successive weeks by the 1st day of July, 1971.

The Report states the amount of the sale to be \$3,000.00.

Paul C. Haberlein
CLERK OF COURT

FINAL ORDER OF RATIFICATION

ORDERED, this 8th day of July, 1971, by the Circuit Court for Allegany County, Maryland, in Equity, that the sale of real property made and reported in the above cause by George R. Hughes, Jr., Assignee, as aforesaid, be, and the same is, hereby ratified and confirmed, no cause to the contrary having been shown, although due notice was given by Order Nisi, Certificate of Publication of which is filed herein.

James S. Getty
ASSOCIATE JUDGE

No Exceptions filed up to July 8, 1971
No Cause Shown
Test: *Paul C. Haberlein*
Clerk

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND
George R. Hughes, Jr., Assignee of Mortgage For The Purpose Of Foreclosure, vs. Virginia L. Wertz And Ralph N. Wertz, Her Husband, Both Deceased.
NO. 30040 EQUITY
ORDER NISI
ORDERED, this June 7th, 1971, by the Circuit Court for Allegany County, Maryland, in Equity, that the sale of real property made and reported in the above cause by George R. Hughes, Jr., Assignee, as aforesaid, be ratified and confirmed, provided no cause to the contrary be shown on or before the 8th day of July, 1971, provided a copy of this Order be published in a newspaper published in Cumberland, Allegany County, Maryland, once each week for three successive weeks by the 1st day of July, 1971.
The Report states the amount of the sale to be \$3,000.00.
Paul C. Haberlein
Clerk of Court
True Copy, Test:
Paul C. Haberlein, Clerk
Adv. T-June 9-16-71

Cumberland, Md. July 6 1971

This is to Certify, That the annexed Order Nisi, #30040, Equity

"George R. Hughes, Jr. vs. Virginia L. & Ralph N. Wertz".
(\$3,000.00)

was published in The Cumberland TIMES, a newspaper printed

in the City of Cumberland, on the following dates:

June 9-16-71 1971

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Donagan ??? Haberlein*

Filed July 6, 1971

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE,

VS.

NO. 30040 EQUITY

VIRGINIA L. WERTZ and RALPH
N. WERTZ, her husband, both
deceased

Sale
July 15 - 1971

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Auditor respectfully submits herewith his Report
in the above entitled cause.

The proceedings constitute the foreclosure of a Mortgage
by the Assignee for that purpose.

The Mortgage indebtedness as shown by the Statement of
Mortgage Debt filed in the proceedings is \$3,854.17. To this your Auditor has
allowed and calculated the sum of \$4.14 as additional interest due and owing
to the Mortgagee.

The Proceeds of Sale, according to the Report of Sale
filed in the proceedings is \$3,000.00. Adjustment for prepaid taxes amounts to
\$9.77, making a total gross proceeds of sale of \$3,009.77.

Disbursements, including Court costs, Assignee's
Commissions, advertising, Auditor, taxes, etc., aggregate \$655.54, leaving a
balance of \$2,354.23 to be applied to the Mortgage Debt. After this amount of
\$2,354.23 is so applied by distribution to the Mortgagee, there remains due
and owing to the Mortgagee on account of the Mortgage Indebtedness, supra, the
sum of \$1,534.08.

Your Auditor hereby certifies that he has mailed a copy
of the filing of this Audit, pursuant to Rule 595 (2) of The Maryland Rules of
Procedure to Ralph N. Wertz, Jr., son of the Mortgagors and one of the heirs
Cumberland, Maryland,
to the said property, at No. 203 Pennsylvania Avenue, your Auditor having been
furnished this address by a representative of the Mortgagee herein.

Respectfully submitted,

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

GEORGE R. HUGHES, JR., ASSIGNEE
OF MORTGAGE FOR THE PURPOSE OF
FORECLOSURE,

VS.

NO. 300 40 EQUITY

VIRGINIA L. WERTZ and RALPH
N. WERTZ, her husband, both
deceased.

IN THE MATTER OF the foreclosure of a Mortgage from
Virginia L. Wertz and Ralph N. Wertz, her husband, to F. Helens Goodfellow,
dated February 10, 1956, and recorded in Mortgage Records of Allegany
County, Maryland, in Mortgage Liber No. 317, folio 560, and duly assigned
to George R. Hughes, Jr., Esquire, for the purpose of foreclosure.

GEORGE R. HUGHES, JR., ESQUIRE, ASSIGNEE, in account
with Virginia L. Wertz and Ralph N. Wertz, her husband, and the respective
estates thereof, relative to and concerning funds realized from the sale
of the property described in the above mortgage and the disbursements and
expenditures therein made.

MORTGAGE INDEBTEDNESS:

Balance due on Mortgage, per Statement of Mortgage Debt filed in proceedings	\$	3,854.17
Additional Interest allowed by Auditor, from June 5, 1971, to July 30, 1971.		34.14
TOTAL MORTGAGE INDEBTEDNESS:	\$	3,888.31

PROCEEDS OF SALE:

As reported in Report of Sale filed in these proceedings	\$	3,000.00
1970-71 State and County Real Estate Taxes, pro-rated as of date of sale, and prepaid to June 30, 1971		9.77
TOTAL PROCEEDS OF SALE	\$	3,009.77

DISBURSEMENTS:

Paul Haberlein, Clerk of Court	Costs	\$	37.00
George R. Hughes, Jr. Attorney	Appearance Fee		10.00
CARRIED FORWARD:	\$	47.00	\$ 3,009.77
			\$ 3,888.31

<u>BROUGHT FORWARD:</u>	\$	47.00	\$3,009.77	\$ 3,888.31
<u>DISBURSEMENTS, continued:</u>				
George R. Hughes, Jr., Assignee	Commissions of 8% of \$3,000.00	240.00	LIBER 129 PAGE 395	
Goodfellow Agency	Bond Premium	15.00		
Times and Alleganian Adv. of Sale Order Nisi	\$ 40.63 15.00	55.63		
Francis G. Philpot, Tax Collector	1968-70 State & County R. E. Taxes	119.36		
Francis G. Philpot, Tax Collector	1970-71 State & County R.E. Taxes	140.75		
Matthew J. Mullaney	Auditor	27.00		
1/2 Maryland Documentary Stamps		3.30		
1/2 Maryland Transfer Tax		7.50		
<u>TOTAL DISBURSEMENTS:</u>		\$ 655.54	\$ 655.54	
<u>Balance applicable to Distribution:</u>			\$ 2,354.23	

DISTRIBUTION:

1. TO: P. Helene Goodfellow- First Mortgagee	\$ 2,354.23
 BALANCE DUE AND OWING BY THE MORTGAGORS TO THE SAID P. HELENE GOODFELLOW, MORTGAGEE	\$ 1,534.08

Matthew J. Mullaney
Matthew J. Mullaney-Auditor

LIBER 129 PAGE 396

Filed August 2, 1971

State of Maryland, Allegany County, to-wit:

I Herby Certify. That Rule 637 upon the Equity side of the Circuit Court for Allegany County, requiring the Clerk of said Court, as soon as the report of the Auditor has been filed, to fix up at some conspicuous place in his office, the titling of the case as it stands upon the docket of said Court the number of the case, and the time when such Audit shall be ready for ratification was complied with in relation to the within Audit, and further certify that no objections have been filed to the ratification thereof to *August 2* 1971, and that the costs have been paid.

Paul C. Kabeleini Clerk.

Ordered this *2* day of *August*, 1971, by the Circuit Court for Allegany County, sitting in Equity, that the within and foregoing audit be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the rule of Court, and the *assets* are hereby directed to pay out the funds accordingly.

Paul C. Kabeleini

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

EX PARTE IN THE MATTER OF :
 BEVERLEY ROXANNA SCARPELLI : No. 30227 Equity
 FOR CHANGE OF NAME : Filed October 4, 1971

DECREE

The Petition and Affidavit having been read and considered and the court being of the opinion that the Petitioner is entitled to relief.

It is thereupon, this 1st day of October, 1971, ADJUDGED, ORDERED and DECREED by the Circuit Court of Allegany County, Maryland, in Equity, that the name on the Birth Certificate dated January 7, 1971, namely Raphael DeVonde Runion, III, be changed to William Lee Scarpelli; and

It is further Ordered that the Petitioner shall pay the costs of these proceedings.

James S. Greig
 Judge

Ex Parte, In the Matter of : No. 30,240 Equity,
 The Petition of Pearl O. Parker, : In the Circuit Court for
 Next Friend of Lori Ellen Cage, : Allegany County, Maryland.
 An infant, for change of name. : Filed October 7, 1971

DECREE

This cause coming on for hearing, and testimony having been taken, and it appearing to the court that it is for the best interest and welfare of the infant that the relief prayed should be granted,

It is thereupon, this 7th day of October, 1971, by the Circuit Court for Allegany County, Maryland, sitting in equity, ADJUDGED, ORDERED and DECREED that the name of Lori Ellen Cage, infant child born to Sandra Kay Parker, on May 11, 1970, be and the same is hereby changed to Lori Ellen Parker.

And, good cause being shown and it appearing to the Court that no good or reasonable necessity therefor exists, it is further ORDERED that notice of the requested change by publication need not be given.

And, it further appearing that this matter is being handled under the provisions of the Maryland Legal Services Program, it is further ORDERED that all filing fees and costs in this proceeding be waived.

Harold E. Naughton
 Associate Judge.

LIBER 129 PAUL 399

IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

EX PARTE: :
IN THE MATTER OF : NO. 312K3, EQUITY
EDWARD JOHN MADDEN :

Filed October 8, 1971

ORDER OF COURT

This matter having come on for a hearing before this Court and the foregoing petition and affidavit having been read and considered and this Court being of the opinion that the relief prayed for by the petitioner herein should be granted, it is this 8th day of October, 1971, ORDERED by the Circuit Court for Allegany County, Maryland, in Equity, that Paul C. Haberlein, Clerk of this Court, be and he is hereby authorized and directed to correct the marriage license record in his office as to the license issued on September 22, 1928, to John Edward Madden and Alverta Loraine Stuby by correcting the name of Edward John Madden from John Edward Madden to Edward John Madden, and to correct all other records therein to correspond with the said correction on said marriage license application.

Harold E. Naughton
Associate Judge

Francis G. Philpot, Tax Collector,

No. 268 129 PAUL 400
Tax Sales

in the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Filed November 16, 1970

The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1966, 1967 and 1968, respectively shows:
1. That prior to and on the 1st day of July, 1969 there was due by W. Milnor Roberts, et al. Heirs of Mrs. Bettie Roberts,

the owner of an unimproved parcel of land, known and designated as Lot No. 7 and parts of Lots Nos. 4, 5 and 6 of the Roberts Place First Addition; being a parcel of land 29.8 feet by 120 feet, more or less, situated on the westerly side of Orchard Street, Roberts Place, about one (1) mile southwest of the City of Cumberland, in Election District No. 6 in Allegany County, in the State of Maryland, the sum of \$ 8.83 for State and County taxes for the years 1966, 1967 and 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1."

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said Heirs of Mrs. Bettie Roberts within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said

Heirs of Mrs. Bettie Roberts was assessed, together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto. That unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 19th day of September, 1969, he caused a copy of each of said tax bills to be served upon said Heirs of Mrs. Bettie Roberts

in the following manner, as provided by the Acts of Assembly aforesaid:
By mailing a copy of each said tax bill to the said Bettie Roberts Estate, & Leslie Helmer, Route #5, Box 302, McMullen Highway, Cumberland, Maryland, 21502; by leaving a copy of the same at the usual place of abode of

the said Heirs of Mrs. Bettie Roberts;
by setting up a copy of each of said tax bills on the premises where the real estate described in said bills is located; by causing a copy of each of said tax bills to be delivered to the said Heirs of Mrs. Bettie Roberts;
did not live in said Collection District; by delivering each of said tax bills to Heirs of Mrs. Bettie Roberts, the person in possession of said premises, because the said Heirs of Mrs. Bettie Roberts did not at said time live in said Collection District.

3. That notwithstanding the service of said notice, the said Heirs of Mrs. Bettie Roberts failed and refused to pay said taxes within said sixty-day period, and that thereafter, to wit, on the 25th day of September, 1970, said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at the westerly side of Orchard Street, in Roberts Place,

near Cumberland, Allegany County, State of Maryland, in Election District No. 6, for the payment of said State and County taxes, interest and costs. Said real estate being the same property which was conveyed to the said Mrs. Bettie Roberts

by deed dated the 21th day of August, 1883, 19 , and recorded in Liber No. 61, folio 494, one of the Land Records of Allegany County, Maryland; reference to which is hereby especially made for a particular description of said property. Said parcel of real estate has located thereon the following improvements:
Unimproved.

That at the time of said levy a copy of said levy was delivered to the said Heirs of Mrs. Bettie Roberts; that at the time of said levy said property was vacant and unoccupied, the said Heirs of Mrs. Bettie Roberts non-resident of said Collection District and a copy of the aforesaid tax bills and notice of levy were set up upon the premises; that at the time of said levy said property was not occupied by the said Heirs of Mrs. Bettie Roberts;

and that the said Heirs of Mrs. Bettie Roberts failed to pay the said taxes, all of which will appear by reference to said Tax Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2."

4. That thereafter, to wit, on the 28th day of September, 1970, the said taxes still remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the Cumberland News, a daily newspaper published in Allegany County, Maryland, and also by notice posted at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday the 20th day of October, 1970, at 9:00 o'clock A. M. at the Allegany Court House

LIBER 129 PAGE 404

door, in Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate levied upon by him, a copy of which advertisement together with the Certificate of the Publication of the same are herewith filed, as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3."

5. That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: an unimproved parcel of land, known and designated as all of Lot No. 7 and parts of Lots Nos. 4, 5 and 6 of Roberts Place First Addition, the corrected plat of said Addition is recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 111; being a parcel of land 29.8 feet by 120 feet, more or less, situate on the westerly side of Orchard Street, in Roberts Place, about one (1) mile southwest of the City of Cumberland, in Election District No. 6, Allegany County, State of Maryland,

and after cried said sale for a reasonable length of time, he did then and there sell at public auction the real estate herein described for the sum of \$104.76

cash to The Allegany County Commissioners, Cumberland, Maryland,

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed.

Francis G. Philpot
Solicitor
Francis G. Philpot
FRANCIS G. PHILPOT
Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit:
I HEREBY CERTIFY, that on this 14 day of October, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

Witness my hand and Notarial Seal.
Ray J. Keddy
Notary Public

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
FRANCIS G. PHILPOT, Tax Collector No. 268 Tax Sales
In the 1st Election District, November 16, 1970

W. Milnor Roberts, Eleanor Bruce, Eliza Van Lew Moffatt, Anne Gibson Dickey, Jean Millholland, ALLEGANY COUNTY, MARYLAND
Elizabeth Humbird Buchanan and Irene Doub Roberts. Heirs of Mrs. Bettie Roberts

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of part of real estate in Election District No. 6, and particularly described in a deed from Jacob Humbird and Elinor Humbird, his wife, to Mrs. Bettie Roberts

dated the 21st day of August, 1883, XX and recorded in Liber No. 61, folio 194, one of the Land Records of Allegany County Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with, it is thereupon this 16th day of November, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland Allegany County, Maryland, before the 11th day of December, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 25th day of December, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$ 104.76

FINAL ORDER
The proceedings in the foregoing cause having been read and considered, it is thereupon this 11th day of November, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause.

Harold E. Naughton
Filed January 11, 1971

Harold E. Naughton

W. Milnor Roberts, Eleanor Katherine Bruce, Eliza Van Lew Moffatt, Anne Gibson Dickey, Jean Millholland, Elizabeth Humbird Buchanan and Irene Doub Roberts. Heirs of Mrs. Bettie Roberts.

TAX COLLECTOR'S REPORT OF SALE
— AFFIDAVIT — ORDER NISI —
AND FINAL ORDER

FRANCIS G. PHILPOT
Tax Collector

MR. CLERK, PLEASE FILE

Solicitor

No. 268 Tax Sales
IN THE CIRCUIT COURT FOR ALLEGANY COUNTY, MARYLAND

TAX YEAR 1968-69 REAL ESTATE ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209, COURTHOUSE, CUMBERLAND, MD. 21502

DELINQUENT COPY NO. 3 LIBER 129 PAGE 402

DISCOUNT RATES ON SPECIAL COUNTY TAXES ONLY
NO DISCOUNT ON STATE TAX
JULY 5%
AUG. 4%
SEPT. 3%
SPECIAL TAXES

RATES - CODE AMOUNT
.30 15 .30

SPECIAL TAX CODES PER \$100 ASSESSMENT
40 - LAVALE SANITARY
41 - LAVALE FIRE TAX
42 - CRESAPTOWN WATER
43 - CRESAPTOWN SANITARY
44 - POTOMAC PARK
45 - DOWLING GREEN SANITARY
46 - ELLERSLIE
47 - MT. SAVAGE
48 - BEL AIR
49 - BRIDGECRAN SANITARY
50 - MC COOLE
51 - BEDFORD ROAD SANITARY

NOTICE
According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice; I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$.50.

ALLEGANY COUNTY CENTRAL TAX OFFICE

AY GROSS TAX	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, CORRECT DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE ON IT WILL BE RECEIVED TO RETURN THIS BILL TO YOU.	REFERENCE DIST. FOLIO NO.
NO INTEREST PAYING AFTER FEBRUARY 30TH.		
GROSS TAX	ASSESSMENT	
2.95	100	6 2,000
INTEREST		
TOTAL PAID		

READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO FRANCIS G. PHILPOT, ALLEGANY COUNTY TAX COLLECTOR

Bettie Roberts Est
1 Leslie Helmer
Rt 5 Box 302
Cumberland Md 21502

Orchard St-Pt lots 4-5-6- All Lot 7
Roberts 1st RR 29.8x120
RR 100 111.5

No. 268 1st sale
TAX COLLECTOR'S EXHIBIT No. 1.
Filed November 16, 1970

TAX YEAR 1966-67 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209, COURTHOUSE, CUMBERLAND, MD. 21501				DELINQUENT COPY NO. 3 LIBER 129 PAGE 403					
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY. NO DISCOUNT ON STATE TAXES JULY 5% AUG. 4% SEPT. 3%		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH					
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT						
.30 15	.30	.15	.15	2.48	2.48			2.93	100	6 144	
SPECIAL TAX CODES PER \$100 ASSESSMENT		40 - LAVALE SANITARY		41 - LAVALE FIRE TAX		42 - CRESAPOTOWN WATER		43 - CRESAPOTOWN SANITARY		44 - POTOMAC PARK	
45 - BOWLING GREEN SANITARY		46 - ELLEBSLIE		47 - MT. SAVAGE		48 - BEL AIR		49 - BRADDOCK RUN SANITARY		50 - MCCOOLE	
51 - BEDFORD ROAD SANITARY		Bettie Roberts Estate % Leslie Melner Route 5, Box 302 Cumberland Md. 21502		Orchard St-It Lots 4-5-6 and all of 7 Orchard St Roberts Fl 1867-11/86		No. 268 Tax Sale Filed November 16, 1970		TAX COLLECTOR'S EXHIBIT No. 1.		READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR	
TOTAL PAID											

TAX YEAR 1967-68 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209, COURTHOUSE, CUMBERLAND, MD. 21502				FILE COPY NO. 4045 LIBER 129 PAGE 4045					
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY. NO DISCOUNT ON STATE TAXES JULY 5% AUG. 4% SEPT. 3%		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH					
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT						
.30 15	.30	.17	.17	2.48	2.48			2.95	100	6 2,623	
SPECIAL TAX CODES PER \$100 ASSESSMENT		40 - LAVALE SANITARY		41 - LAVALE FIRE TAX		42 - CRESAPOTOWN WATER		43 - CRESAPOTOWN SANITARY		44 - POTOMAC PARK	
45 - BOWLING GREEN SANITARY		46 - ELLEBSLIE		47 - MT. SAVAGE		48 - BEL AIR		49 - BRADDOCK RUN SANITARY		50 - MCCOOLE	
51 - BEDFORD ROAD SANITARY		Bettie Roberts Estate % Leslie Melner Rt 5, Box 302 Cumberland, Md. 21502		Orchard St-It Lots 4-5-6- All Lot 7 Roberts Fl 1st. RR 29, 1820 RR 100 141.5		No. 268 Tax Sale Filed November 16, 1970		TAX COLLECTOR'S EXHIBIT No. 1.		READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR	
TOTAL PAID											

TAX YEAR 1966-67 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209, COURTHOUSE, CUMBERLAND, MD. 21501				FILE COPY NO. 5					
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY. NO DISCOUNT ON STATE TAXES JULY 5% AUG. 4% SEPT. 3%		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH					
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT						
.30 15	.30	.15	.15	2.48	2.48			2.93	100	6 144	
SPECIAL TAX CODES PER \$100 ASSESSMENT		40 - LAVALE SANITARY		41 - LAVALE FIRE TAX		42 - CRESAPOTOWN WATER		43 - CRESAPOTOWN SANITARY		44 - POTOMAC PARK	
45 - BOWLING GREEN SANITARY		46 - ELLEBSLIE		47 - MT. SAVAGE		48 - BEL AIR		49 - BRADDOCK RUN SANITARY		50 - MCCOOLE	
51 - BEDFORD ROAD SANITARY		Bettie Roberts Estate % Leslie Melner Route 5, Box 302 Cumberland Md. 21502		Orchard St-It Lots 4-5-6 and all of 7 Orchard St Roberts Fl 1867-11/86		Served on November 1st at 2:15 A.M.P.M. on Sept 25th, 1970 Francis G. Philpot, Tax Collector Allegany County Central Tax Office By <i>[Signature]</i> Francis G. Philpot, Collector No. 268 Tax Sale Filed November 16, 1970		TAX COLLECTOR'S EXHIBIT No. 2.		READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR	
TOTAL PAID											

TAX YEAR 1968-69 REAL ESTATE		ALLEGANY COUNTY CENTRAL TAX OFFICE P. O. BOX 209, COURTHOUSE, CUMBERLAND, MD. 21502				FILE COPY NO. 5					
DISCOUNT RATES ON SPECIAL AND COUNTY TAXES ONLY. NO DISCOUNT ON STATE TAXES JULY 5% AUG. 4% SEPT. 3%		INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST. WHEN PAYING TAXES BY MAIL, COMPUTE DISCOUNT OR INTEREST CORRECTLY. ADD ALL PENALTIES TO DATE OR IT WILL BE NECESSARY TO RETURN THIS BILL TO YOU.		PAY JULY NET TOTAL IF PAYING IN JULY		PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH					
SPECIAL TAXES		STATE TAX		COUNTY TAX		JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.	
RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT						
.30 15	.30	.17	.17	2.48	2.48			2.95	100	6 2,623	
SPECIAL TAX CODES PER \$100 ASSESSMENT		40 - LAVALE SANITARY		41 - LAVALE FIRE TAX		42 - CRESAPOTOWN WATER		43 - CRESAPOTOWN SANITARY		44 - POTOMAC PARK	
45 - BOWLING GREEN SANITARY		46 - ELLEBSLIE		47 - MT. SAVAGE		48 - BEL AIR		49 - BRADDOCK RUN SANITARY		50 - MCCOOLE	
51 - BEDFORD ROAD SANITARY		Bettie Roberts Est % Leslie Melner Rt 5 Box 302 Cumberland Md 21502		Orchard St-It Lots 4-5-6- All Lot 7 Roberts 1st RR 29, 1820 RR 100 141.5		No. 268 Tax Sale Filed November 16, 1970		TAX COLLECTOR'S EXHIBIT No. 2.		READ YOUR TAX BILL IF RECEIPT IS DESIRED. RETURN BOTH COPIES WITH POSTAGE. MAKE CHECK OR MONEY ORDER PAYABLE TO: FRANCIS G. PHILPOT ALLEGANY COUNTY TAX COLLECTOR	
TOTAL PAID											

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES 129 PAGE 405

The taxes upon the property hereinafter referred to being due and unpaid upon August 1, 1970, I have caused to be served, in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 21st day of September, 1970, entered in, made known my intention, levied upon and seized the following

Real Property:
All that parcel of land or lot situate in Election District Number 6, Allegany County, Maryland, and being Lot 10, 7 and parts of Lots Nos. 1-5 & 6 in Roberts' Place First Addition, being a parcel of land 20.8 feet by 120 feet, more or less, on the westerly side of Orchard Street, in Roberts' Place, in Allegany County, Maryland, conveyed, devised or bequeathed to Mrs. Bettie Roberts

By devise of Jacob Humbird and Minor Humbird, his wife.

dated the 20th day of August, 1970, and recorded among the Land and Deed Records of Allegany County in Deed WGA Liber 61, Folio 104, for the payment of taxes, interest and costs thereon.

Said property is now in possession of Known and Unknown Heirs of Mrs. Bettie Roberts, and notice of this levy was posted on the property.

and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

TO 268 Tax Sale
Filed November 16, 1970

TAX COLLECTOR'S SALE
Valuable lot or parcel of land situate on the westerly side of Orchard Street, in Roberts' Place, about one (1) mile southwest of the City of Cumberland, in Election District No. 6, Allegany County, State of Maryland.
Under and by virtue of the laws of the State of Maryland, I have caused and caused to be published in the City of Cumberland, Maryland, in the Allegany County Tax Office, a notice of the collection of the taxes due thereon for the years 1966, 1967 and 1968, and will on Tuesday, OCTOBER 20, 1970, at 9:00 O'CLOCK A. M. at the front door of the Allegany County Court House, in the City of Cumberland, in Allegany County, Maryland, proceed to sell by Public Auction, for CASH, to the highest bidder.
All those lots or parcels of ground, known and designated as all of Lot No. 7 and parts of Lots Nos. 4, 5 and 6 of Roberts' Place First Addition, the entire parcel of said lot or parcel as recorded among the Land Records of Allegany County, Maryland, in Plot No. 1111; it being an irregularly shaped parcel of ground fronting 208 feet on the westerly side of Orchard Street and extending 120 feet to the back from Orchard Street, 120 feet to the side, and then running with said side 100 feet, located in Roberts' Place, about one (1) mile southwest of the City of Cumberland, in Election District No. 6, Allegany County, State of Maryland; it being part of the same property conveyed in Mrs. Bettie Roberts by deed of Jacob Humbird and Minor Humbird, his wife, dated the 20th day of August, 1970, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 61, Folio No. 104, subject to an agreement which was made the 31st day of May, 1928, by and between the said Mrs. Bettie Roberts and the Popover Edition Company, a corporation of the State of Maryland, and recorded in Liber 118, Folio 41, among the Land Records of Allegany County, Maryland. The said Mrs. Bettie Roberts, also known as Eliza Ann H. Roberts, died November 8, 1928, and by her Last Will, probated the 12th day of November, 1928 and filed among the Will Records of Allegany County, Maryland, in Will Liber "P", Folio 11, devised the aforesaid property to Mr. Milner Roberts, Elzevir Katherine Bruce, Eliza Van Lee Moffatt, Anne Colburn Dickey, Jean McMillan, Eliza Lewis Humbird Buchanan and Irene Doub Roberts. Said property is carried on the Assessment Rolls of Allegany County, Maryland, in the name of Bettie Roberts. Said property is unimproved.
Allegany County Central Tax Office
Francis G. Philpot, Tax Collector
Ady. No-Sept. 24
Gen. 117 1M 12-09

Cumberland, Md. October 20 19 70

This is to Certify, That the annexed Tax Collector's Sale

"Bettie Roberts Estate"

was published in The Cumberland NEWS, a newspaper printed

in the City of Cumberland, on the following dates:

September 28 19 70

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

TAX COLLECTOR'S EXHIBIT No. 3.

NOTICE OF TAX COLLECTOR'S REPORT OF SALE
FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

Filed January 8, 1971
Cumberland, Md. January 7, 1971

This is to Certify, That the annexed Notice of Tax Collector's Report of Sale # 268 "Heirs of Mrs. Bettie Roberts"

was published in The Cumberland NEWS, a newspaper printed

in the City of Cumberland, on the following dates:

November 19-26-Dec. 3, 1970

THE TIMES AND ALLEGANIAN CO., PUBLISHERS

By *Imogene M. Hardinger*

Francis G. Philpot, Tax Collector,

vs.
Jack M. Mayo and Lorna B. Mayo,
his wife, and Gladys Mayo.

No. 267 Tax Sales
LIBER 129 PAGE 407

CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

Filed October 27, 1970

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Francis G. Philpot, Collector of taxes for the State of Maryland and for Allegany County, Maryland, for the year, A. D. 1967 and 1968, respectively shows:

1. That prior to and on the 1st day of July, 1969 there was due by Jack M. Mayo and Lorna B. Mayo, his wife, and Gladys Mayo.

the owner of a lot of land 85.9 feet by 160 feet, more or less, situate on Grand View Drive, a 12 foot lane running from the north side of the Bedford Road, also known as U.S. Route No. 220, at Frantztown, about 2 miles north of the City limits of Cumberland, in

Election District No. 5 in Allegany County, in the State of Maryland, the sum of \$ 53.47 for State and County taxes for the years 1967 and 1968, as specified and set forth in the books of assessment of said State and County. Duplicate tax bills for same showing the amount of taxes due thereon being herewith filed as part of this Report, marked "Tax Collector's Exhibit No. 1."

2. That said taxes for the years aforesaid not having been paid to the said Collector by the said Jack M. Mayo, et ux; et al. within the time required by law, said Collector, in pursuance of the provisions of the Acts of the General Assembly of Maryland, made out a bill for said State and County taxes in duplicate, which said tax bills contained a statement showing the aggregate amount of property of every description with which the said Jack M. Mayo, et ux; et al.

was assessed, together with the amount of taxes, interest and cost due thereon for each of said years and with a notice annexed thereto, that unless said taxes with accrued interest and costs set forth on said bill were paid within sixty days after receipt of said notice, said Tax Collector would proceed to collect the same by way of distress or execution to be levied on said real or personal property. Your Collector further reports that upon the 25th day of September, 1969, he caused a copy of each of said tax bills to be served upon said Jack M. Mayo et ux, et al.

in the following manner, as provided by the Acts of Assembly aforesaid: By mailing a copy of each said tax bill to the said Gladys Mayo et al, % Idle Hour Lunch, 127 W. Franklin Street, Hagerstown, Maryland. 21740

by leaving a copy of the same at the usual place of abode of

the said

by setting a copy of each of said tax bills on the premises where the homestead described and notice to be levied on

was then being received

and by delivering a copy of each of said tax bills to

the persons

residing on the premises where the same

did not at said time live in said Collection District

3. That notwithstanding the service of said notice, the said Gladys Mayo et al.

failed and refused to pay

said taxes within said sixty-day period, and that thereafter, to wit, on the 5th day of June, 1970

said Tax Collector entered, seized and levied upon all that parcel or lot of land situated at the northeasterly

side of Grand View Drive, a 12 foot lane running from the north side of the

Bedford Road, (U.S. Route No. 220), at Frantztown, about 2 miles north of the City

limits of Cumberland, in

Allegany County, State of Maryland, in Election District

No. 5, for the payment of said State and County taxes, interest and costs. Said real estate being the same

property which was conveyed to the said Jack M. Mayo and Lorna B. Mayo, his wife, and

Gladys Mayo,

by deed dated the 11th day of August, 1959, and recorded in Liber

No. 318, folio 477, one of the Land Records of Allegany County, Maryland; reference to which is hereby

especially made for a particular description of said property. Said parcel of real estate has located thereon the following

improvements:

A one (1) story, frame dwelling, containing four (4) rooms, which is

in a very poor condition.

that at the time of said

levy said property was vacant and unoccupied, the said Jack M. Mayo et ux et al

non-resident of said Collection District and a copy of

the aforesaid tax bills and notice of levy were set up upon the premises; that at the time of said levy said property was

not occupied by the said

but was occupied by one

with whom was levied

the said taxes, and a duplicate thereof was set up upon said premises, all of which will appear by reference to said Tax

Collector's certificate of levy filed herewith as part of this report and marked "Tax Collector's Exhibit No. 2"

4. That thereafter, to wit, on the 25th day of September, 1970 the said taxes

still remaining unpaid, said Tax Collector gave notice by advertisement for more than twenty days in the

Cumberland News, a daily newspaper published in Allegany County, Maryland, and also by notice posted

at the Court House door in Cumberland, Allegany County, Maryland, that he would on Tuesday

the 20th day of October, 1970, at 9:30 o'clock A.M. at the Allegany Court House

door, in Cumberland, Maryland, proceed to sell by public auction for cash to the highest bidder the aforesaid real estate

leaved upon by him, a copy of which advertisement together with the Certificate of the Publication of the same are herewith filed, as part hereof, marked "Tax Collector's Advertisement of Sale, Exhibit No. 3"

5. That the said Francis G. Philpot, Tax Collector, at the time and the place mentioned in said advertisement of sale attended said sale in person, and offered for sale the following described property: a lot of land 85.9 feet by 160 feet, more or less, situate on a 12 foot Lane, now called Grand View Drive, running wif of the north side of Bedford Road at Frantztown, about two (2) miles north of the City of Cumberland, in Election District No. 5, Allegany County, State of Maryland,

and after cried said sale for a reasonable length of time, he did then and there sell at public auction the real estate herein described for the sum of \$ 269.40 cash to Cortas C. Zembower, widower, Rt. 3, Box 250, Bedford Road, Cumberland, Md.

the said purchaser being at said sum the highest bidder therefor; and your Collector further reports that said purchaser has paid to said Collector the said purchase price in full.

Wherefore your petitioner prays your Honor to examine the proceedings in this cause, and if the same appear to be regular and the provisions of law in relation thereto have been complied with, that this Honorable Court shall order notice to be given by advertisement published in such newspaper or newspapers as the Court shall direct, warning all persons interested in the property sold to be and appear by a certain day, in said notice to be named, to show cause, if any they have, why this sale should not be ratified and confirmed.

As witness my hand and Notarial Seal, Francis G. Philpot Tax Collector for Allegany County, Maryland

STATE OF MARYLAND, ALLEGANY COUNTY, to wit: I HEREBY CERTIFY, that on this 27th day of October, 1970, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Francis G. Philpot, Tax Collector, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale herein reported was fairly made.

Witness my hand and Notarial Seal, Ray J. Kiddy Notary Public

NOTICE OF TAX COLLECTOR'S REPORT OF SALE

Francis G. Philpot, Tax Collector

No. 267 Tax Sales

vs.
Jack M. Mayo and Lorna B. Mayo, his wife,
and Gladys Mayo.

In the
CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND

Filed October 27, 1970

Francis G. Philpot, Tax Collector, having made a report to this Court of the Sale of all that real estate in Election District No. 5 and particularly described in a deed from Earl E. Manges, Trustee,

to Jack M. Mayo and Lorna B. Mayo, his wife, and Gladys Mayo, dated the 11th day of August, 1959

and recorded in Liber No. 318, folio 477, one of the Land Records of Allegany County, Maryland, together with all the proceedings had in relation thereto, and said proceedings having been examined by this Court, and the same appearing to be regular and the provisions of the law in relation thereto appearing to have been complied with it, it is thereupon this 27th day of October, 1970, by the Circuit Court for Allegany County, Maryland, adjudged and ordered that notice be given by advertisement published once a week for three successive weeks in one newspaper published in Cumberland, Allegany County, Maryland, before the 20th day of November, 1970, commanding all persons interested in said property to be and appear in this Court on or before the 14th day of December, 1970, to show cause, if any they have why said sale should not be ratified and confirmed. The report states that the amount of sale to be \$ 269.40 for the Naughton filed December 14, 1970

FINAL ORDER

The proceedings in the foregoing cause having been read and considered, it is thereupon this 14th day of December, 1970, by the Circuit Court for Allegany County, Maryland, adjudged, ordered and decreed that the sale herein made and reported by Francis G. Philpot, Tax Collector, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order of this Court passed in said cause. James S. Gray

No Exceptions
No Cause
Test: Paul O. Koberger
December 14, 1970

No. 267 Tax Sales
IN THE CIRCUIT COURT FOR
ALLEGANY COUNTY, MARYLAND
Francis G. Philpot
Tax Collector
vs.
Jack M. Mayo and Lorna B. Mayo,
his wife, and Gladys Mayo.
TAX COLLECTOR'S REPORT OF SALE
— AFFIDAVIT — ORDER NISI —
AND FINAL ORDER
Mr. Clerk, Please File
Solditor

TAX YEAR 1967-68 ALLEGANY COUNTY CENTRAL TAX OFFICE

REAL ESTATE LIBER 129 PAGE 409

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice; I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH.	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	REFERENCE DIST. FOLIO NO.
25.30	25.30	955	5 1,611

SPECIAL TAXES

RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
.17	1.62	2.48	23.68		25.30		25.30	955	5	1,611

SPECIAL TAX CODES PER \$100 ASSESSMENT

- 40 - LAVALLE SANITARY
- 41 - LAVALLE FIRE TAX
- 42 - CRESAPPTOWN WATER
- 43 - CRESAPPTOWN SANITARY
- 44 - POTOMAC PARK
- 45 - BOWLING GREEN SANITARY
- 46 - ELLERSLIE
- 47 - MT. SAVAGE
- 48 - BRADDOCK RUN SANITARY
- 49 - MC COOLE
- 51 - BEGFORD ROAD SANITARY

Gladys Mayo et al
% Idle Hour Lunch
127 W. Franklin St
Hagerstown Md

Lot Grand View RR Bedford Rd
D 700 85.9x160
124.7 157

TAX COLLECTOR'S EXHIBIT No. 1.
Filed October 27, 1970

TAX YEAR 1967-68 ALLEGANY COUNTY CENTRAL TAX OFFICE

REAL ESTATE LIBER 129 PAGE 409

NOTICE

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26.84	28.17	955	5 1,610

SPECIAL TAXES

RATES - CODE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT	JULY DISCOUNT	JULY NET TOTAL	GROSS TAX	ASSESSMENT	REFERENCE DIST. FOLIO NO.
.30	51	2.87	.17	1.62	2.48	23.68	28.17	955	5	1,610

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TAX COLLECTOR'S EXHIBIT No. 1.
Filed October 27, 1970

TAX YEAR 1967-68 ALLEGANY COUNTY CENTRAL TAX OFFICE

REAL ESTATE LIBER 129 PAGE 410 1

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Gladys Mayo et al
% Idle Hour Lunch
127 W. Franklin St
Hagerstown Md

Lot Grand View RR Bedford Rd
D 700 85.9x160
124.7 157

TAX COLLECTOR'S EXHIBIT No. 2.
Filed October 27, 1970

TAX YEAR 1968-69 ALLEGANY COUNTY CENTRAL TAX OFFICE

REAL ESTATE LIBER 129 PAGE 410 1

NOTICE

According to Section 86 of the Code of Public Local Laws of Allegany County, Maryland (Everstine 1963 Edition), unless the taxes with interest and accrued costs set forth on this bill are paid within SIXTY (60) days, after receipt of this notice; I will proceed to collect the same by way of distress or execution to be levied on said real or personal property. For service on this bill \$5.00.

ALLEGANY COUNTY CENTRAL TAX OFFICE

PAY JULY NET TOTAL IF PAYING IN JULY	PAY GROSS TAX AND INTEREST IF PAYING AFTER SEPTEMBER 30TH.	INTEREST AT RATE OF 1/2% PER MONTH TO BE ADDED TO GROSS TAX ON AND AFTER OCTOBER 1ST.	REFERENCE DIST. FOLIO NO.
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TAX COLLECTOR'S EXHIBIT No. 2.
Filed October 27, 1970

TAX COLLECTOR'S EXHIBIT No. 2
Filed October 27, 1970

LIBER 129 PAGE 412

No. 267 Sub A-11
Filed October 27, 1970
Cumberland, Md. October 20 1970

EXECUTION FOR STATE AND ALLEGANY COUNTY TAXES LIBER 129 PAGE 411

The taxes upon the property hereinafter referred to being due and unpaid upon January 1, 1969, I have caused to be served in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

More than sixty days having elapsed since the serving of said notice aforesaid, and said taxes being unpaid, I have this 20th day of June 1970, entered in, made known my intention, levied upon and seized the following

Real Property.

All that parcel of land or lot situate in Election District Number 5 Allegany County, Maryland, and being a parcel of land 85 feet by 160 feet, more or less, situate on the northeastern side of a 12 foot road running from the north side of the Bedford Road at Frankfort, about 2 miles north of Frankfort, Allegany County, Maryland, conveyed to and inherited to Mrs. Gladys Mayon et al.

By deed of Carl E. Mayon, Trustee,

dated the 14th Day of August, 1958, and recorded among the Land and Deed Records of Allegany County in Deed W&S Liber 312, Folio 477, for the payment of taxes, interest and costs thereon.

Said Property is now in possession of Gladys Mayon, et al, and notice of this levy was posted on the property, and I will proceed immediately to ADVERTISE and sell said property in compliance with the law.

TAX COLLECTOR'S EXHIBIT No. 2.
Filed October 27, 1970
FRANCIS G. PHILPOT, Tax Collector
Allegany County Tax Office—Allegany County, Maryland

RECEIPT OF PAYMENT
THE ALLEGANY COUNTY SANITARY DISTRICT INC.

District Dist. No. 5
Account No. Dist. No. 401
Date Oct. 20, 1970

NAME Gladys Mayon et al
ADDRESS Francis G. Philpot, Tax Collector, S. 11.25
Cumberland, Md. F. F. 2476-1965-1770

TAX COLLECTOR'S EXHIBIT No. 4.
Amount of credit
Interest 2.70
Amount paid \$ 72.41

1125
2010
446
18
26

2070

TAX COLLECTOR'S EXHIBIT No. 3
Filed October 27, 1970

LIBER 129 PAGE 412

No. 267 Sub A-11
Filed October 27, 1970
Cumberland, Md. October 20 1970

This is to Certify, That the annexed Tax Collector's Sale Report of Sale #267 "Gladys Mayon et al" was published in The Cumberland NEWS, a newspaper printed in the City of Cumberland, on the following dates:

September 28, 1970
THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By Imogene M. Hardinger

TAX COLLECTOR'S EXHIBIT No. 3.

NOTICE OF THE COLLECTION OF TAXES
FRANCIS G. PHILPOT, Tax Collector,
Allegany County, Maryland,
has caused to be served in compliance with the law, a statement showing the aggregate amount of property of every description with which the owner is assessed and the amount of taxes, interests and costs due thereon, and have given notice that unless said taxes were paid within sixty (60) days I would proceed to collect the same by way of distress or execution to be levied on said property.

Cumberland, Md. December 11 1970
Filed December 14, 1970

This is to Certify, That the annexed Notice of Tax Collector's Report of Sale #267 "Jack N. & Lorna H. Mayo, his wife" was published in The Cumberland NEWS, a newspaper printed in the City of Cumberland, on the following dates:

October 30-November 6-13, 1970
THE TIMES AND ALLEGANIAN CO., PUBLISHERS
By Imogene M. Hardinger

Gen. 117 IM 12-69

ALLEGANY, MD

~~PAUL C. HABERLEIN~~
CLERK CIRCUIT CT.
CUMBERLAND, MD

ODD

/

ALLEGANY MD

EVEN

/

ALLEGANEY, MD

~~PAUL C. HABERLEIN~~
CLERK CIRCUIT CT.

CUMBERLAND, MD

ALLEGANEY MD

ODD

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